

This Indenture, WITNESSETH, That the Grantor CESAR HOWARD, ONITA HOWARD & RASHEEDA LESTER

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS for and in consideration of the sum of 14,040.00 Dollars

in hand paid, CONVEY AND WARRANT to THOMAS J. MICHELSON, Trustee of the City of Chicago, County of Cook, and State of Illinois and to his successors in trust hereinfor named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the CITY of CHICAGO, County of COOK, and State of Illinois, to-wit: LOT 46 AND THE WEST 5 FEET OF LOT 47 IN BLOCK 4 IN CENTRAL PARK ADDITION TO CHICAGO BEING THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 LYING NORTH OF HARRY POINT ROAD EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. I. N. # 16-4-205-037-0000 COMMONLY KNOWN AS 3412 W. ADAMS CHICAGO, ILLINOIS 60624

91264495

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's CESAR HOWARD, ONITA HOWARD & RASHEEDA LESTER justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 227.56 each until paid in full, payable to

SECOND CITY CONSTRUCTION CO. INC. ASSIGNED TO LASALLE BANK LAKEVIEW.

DEPT-01 RECORDING 167277 TRAM 0635 06/03/91 15:38:00 COOK COUNTY RECORDER

The Grantor covenant, and agree... as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attach if payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) in the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all other encumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest accrued from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (9) It is Assayed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree as such, may be a party, shall also be paid by the grantor; (10) All such expenses and disbursements shall be an additional lien upon said premises, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid; The grantor for and grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said grantor appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then ROBERT W. WILSHE of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 9TH day of MARCH, A. D. 1991

(X) Cesar Howard (SEAL)
(X) Onita Howard (SEAL)
(X) Rasheeda Lester (SEAL)

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UNOFFICIAL COPY

Bar No. 146

Trust Agreement

Richard Lester

TO
THOMAS J. MICHELSON, Trustee

LaSalle Bank Lake View

THIS INSTRUMENT WAS PREPARED BY:

Edward Baker

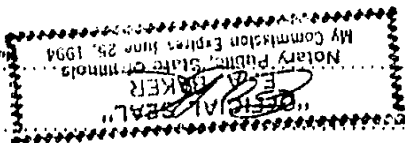
LaSalle Bank Lake View

Property of Cook County Clerk's Office

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I, EDWARD BAKER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CESAR, HOWARD, ONITA, HOWARD & RASHEEDA LESTER, personally known to me to be the same person S, whose name S, ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 9TH day of MARCH, A. D. 1991.



State of Illinois }
County of Cook } 555