

91264496

64-57484

This Indenture, WITNESSETH, That the Grantor ... Hdefonso S. Pena and wife Ester B. Pena

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Twenty Three Thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANTS to THOMAS J. MICHELSON, Trustee of the City of Chicago, County of Cook, and State of Illinois and to his successors in trust hereinafter 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 48 IN SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN DISTRICT 5 SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

91264496

PERMANENT TAX NO. 17-06-311-034

COMMONLY KNOWN AS 3022 W. Cortez Chicago, Ill (phone 60632)

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 Grantors Hdefonso S. Pena and wife Ester B. Pena justly indebted upon \$120 retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$387.39 each until paid in full, payable to

LASALLE BANK LAKE VIEW ASSIGNED FROM BURGST CONSTRUCTION

DEPT-01 RECORDING 13.00 T#7777 TRAN 0635 06/03/91 15:38:00 47694 163 *-171-2264496 COOK COUNTY RECORDER

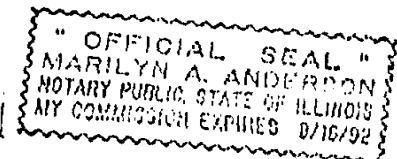
The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided, or according to any agreement extending time of payment, (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, (3) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage, with face clause attached payable to the first Trustee of Mortgage, and, second, to the Trustee but in no event interests may appear, which interest shall be left and remain with the said Mortgagee or Trustee, and the indebtedness is to be paid, (4) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable, (5) to pay such taxes or assessments, or the prior incumbrances of 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 prior incumbrances 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 thereon from the date of payment of seven per cent, per annum, shall be so much additional indebtedness secured hereby, (6) 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, (7) If it is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure proceedings, including reasonable solicitors fees, outlays for documentary evidence, stampduty, charges, cost of preparing or completing abstract showing the whole title of said premises including taxes basis docket, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be so set off, 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 final, and 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 the heirs, executors, administrators and assigns of said grantor, cove... 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 of 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 29th day of APRIL, A. D. 1991.



Hdefonso S. Pena (SEAL) Ester B. Pena (SEAL)

Handwritten signature/initials

UNOFFICIAL COPY

Box No. 146

Trust Deed

Ildefonso S. Pena and wife

Esfer B. Pena

TO

THOMAS J. MICHELSON, Trustee

LaSalle Bank Lake View

THIS INSTRUMENT WAS PREPARED BY:

B. Schneider

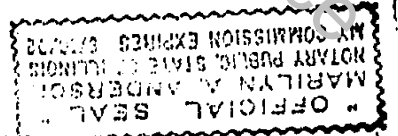
6307 N. Pulaski Rd.

Chicago, IL 60646

LaSalle Bank Lake View

Property of Cook County Clerk's Office

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I, Marilyn A. Anderson, Notary Public in and for said County, in the State aforesaid, Do hereby Certify that, Ildefonso S. Pena and Esfer B. Pena, his wife, personally known to me to be the same person, whose name is _____ 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 _____ day of _____, 1991.

Marilyn A. Anderson
Notary Public