

This Indenture, WITNESSETH, That the Grantor DANIEL CONTRERAS And CARLOTA CONTRERAS

of the CITY of DES PLAINES, County of COOK, and State of ILLINOIS for and in consideration of the sum of \$ 4,800.00 Dollars

is 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 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 DES PLAINES, County of COOK, and State of Illinois, to-wit:

PARCEL 1: EAST 18.0 FEET OF THE WEST 27.0 FEET OF THE NORTH 82.91 FEET OF THE SOUTH 230.83 FEET OF LOT 5

ALSO

THE EAST 9.63 FEET OF THE WEST 72.62 FEET (BOTH MEASURED ON THE NORTH LINE) OF LOT 5 (EXCEPT THE SOUTH 230.83 FEET THEREOF), ALL IN BLOCK 17 (SLOOM BLOCK) IN PARK ADDITION DES PLAINES, BEING A SUBDIVISION OF PART OF THE NORTH 1/4 OF SECTION 16 AND SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE ATTACHED RIDER

P.I.N. : 09-16-100-040

Commonly known as: 1570 Woodland, Des Plaines

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.

WITNESSETH, The Grantor's DANIEL CONTRERAS And CARLOTA CONTRERAS

Justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 113.30 each until paid in full, payable to

A.W. ALUMINUM & CONSTRUCTION CO.

assigned to La Salle Bank Lake View

DEPT-01 RECORDING 563 \$ 3.00

T47777-TRAN-1708-07/29/91 11:02:00

87278 # C # -91-377563

COOK COUNTY RECORDER

The Grantors 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 have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance with the policy selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause subject 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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 agree to repay immediately without demand, and the same shall be added to the principal of the indebtedness at seven per cent, per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable collection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee 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 assessed 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 collector's fees have been paid. The grantor for said grantor or 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 grantee, 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 in the

any the 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 grantee 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 7th day of April, A. D. 1991

(Seals and signatures of Daniel Contreras and Carlota Contreras)

Handwritten date 3/9/92

UNOFFICIAL COPY

Doc No. 146

Trust Deed

DANIEL & CHARLOTTE CONTRERAS

1570 Woodland Ave. Des Plaines IL 60016

TO

THOMAS J. MICHELSON, Trustee 3201 N. RUSHLAND Chicago IL 60651

P.W. BLUMSBURG & CONSTRUCTION CO. 13 Grand Ave. Waukegan IL 60085

THIS INSTRUMENT WAS PREPARED BY:

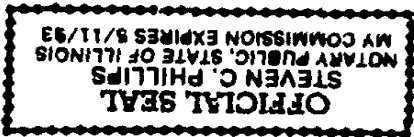
W. W. ALLEN, Trustee, Chicago, Ill.

113 Grand Ave. Waukegan IL 60085

LaSalle Bank Lake View

ALSO

PARCEL II: EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS AND EXHIBIT '1' THEREOF ATTACHED MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NUMBER 18784 DATED JUNE 25, 1959 AND RECORDED AUGUST 20, 1959 AS DOCUMENT NUMBER 17,635,762 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NUMBER 18984 TO FIRST FEDERAL HOMES, INC., DATED MARCH 30, 1959 AND RECORDED OCTOBER 17, 1959 AS DOCUMENT NUMBER 17,695,775, IN COOK COUNTY, ILLINOIS.



Steven C. Phillips

Notary Public

Given under my hand and Notarial Seal, this April 18, 1991

personally known to me to be the same person whose name is 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

I, STEVEN C. PHILLIPS, Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL & CHARLOTTE CONTRERAS

State of Illinois } County of Cook }

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