

UNOFFICIAL COPY

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64-57833

This Indenture, WITNESSETH, That the Grantor
IGNACIO IRIZARRY AND WIFE CATALINA (JOINTLY)

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND 00/100 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 herein after 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 everything 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 13 IN LIMBEKO'S SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION
29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. 14-29-302-030 DEPT-D-1 RECORDING \$23.00
T-22222 TRAK 3828 05/08/92 11:31:00
COMMUNICATED BY E-MAIL #7007 + B #92-316786
COOK COUNTY RECORDER

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 IGNACIO IRIZARRY AND WIFE CATALINA (JOINTLY)
justly indebted upon one retail installment contract bearing even date herewith, providing for 18
installments of principal and interest in the amount of \$ 19,526.64 each until paid in full, payable to

LINCOLN FURNACE SERVICES ASSIGNED TO
LASALLE BANK LAKE VIEW

92316786

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note 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 to 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 grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable.

In the Event of failure so to insure or pay taxes or assessments, or the prior indebtedness 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 any prior indebtedness 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; at seven per cent per annum, shall be so much additional indebtedness secured hereby.

In the event of default of any of the above conditions in any part, 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.

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 solicitors 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 my suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as trustee, 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be diminished, nor a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid. The grantor, for said grantor, and by 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 and 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 ROBERT W. WILSHIE

Count of the grantee, or of his refusal or failure to act, then

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 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 16th day of Feb. A. D. 1992

X Ignacio Irizarry
X Catalina Irizarry

(SEAL)

(SEAL)

(SEAL)

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Trust Deed

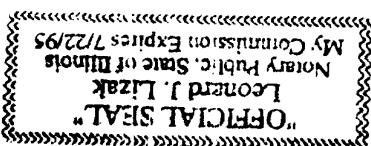
For Macco, Suzanne
Catalina, 5112914
7743 N. Southport
Chicago, IL 60614
TO

THOMAS J MICHELSON, Trustee

LaSalle Bank Lake View
3201 N. Astor Street
Chicago, IL 60647

THIS INSTRUMENT WAS PREPARED BY:

Brown Funeral Service
3250 N. Diversey
Chicago, IL 60647



Notary Public

9/21/96

I, Leonard J. Lizak, Notary Public, do hereby certify that I have examined the foregoing instrument and find it to be in due form, and that the signatures thereon are genuine and the handwriting of the parties thereto.

I further certify that I am a Notary Public in the State of Illinois, and that the signature of the Notary Public on the instrument is my own, and that I have delivered the instrument to the parties thereto.

I, Leonard J. Lizak, Notary Public, do hereby certify that I have examined the foregoing instrument and find it to be in due form, and that the signatures thereon are genuine and the handwriting of the parties thereto.

County of Cook
State of Illinois
} 55.