

This Indenture, WITNESSETH, That the Grantor JUVENTINO VIVEROS

CITY: CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED (\$1,700.00) Dollars

in hand paid, CONVEY AND WARRANT to LEONARD J. LIZAK 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:
THE EAST TEN FEET OF LOT 67 AND THE WEST TWENTY FEET OF LOT 71 IN VALENTIN WOODS SUBDIVISION OF THE WEST TEN ACRES OF LOT 6 IN CIRCUIT COURT PARTITION 63.22 ACRES IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS

a/k/a. 2522 W. CHARLESTON DEPT-01 RECORDING \$23.50
Pin # 13 36 223 025 T4444 TRAN 3115 01/27/93 13:52:00
\$2612 * -93-067744
COOK COUNTY RECORDER

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

WHEREAS, The Grantor's JUVENTINO VIVEROS
justly indebted upon ONE retail installment contract bearing even date herewith, providing for 18

installments of principal and interest in the amount of \$ 105.41 each until paid in full, payable to
LEONARD J. LIZAK
3650 W. DIVERSEY AVE.
CHICAGO, ILLINOIS 60647

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 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 insurances in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached, 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 so 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 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 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.

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 solicitor's fees, outlays for documents or 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 not be waived, 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 said grantor... and for the heirs, executors, administrators and assigns of said grantor... waives... 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

any like cause said first successor fail or refuse to act, then the holder of the note 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 18th day of DECEMBER A. D. 192..

X Juventino Viveros (SEAL)
Juventino Viveros (SEAL)
(SEAL)
(SEAL)

50/200

93067744

UNOFFICIAL COPY

Box No.

Trust Book

TO

Trustee

LEONARD J. LIZAK

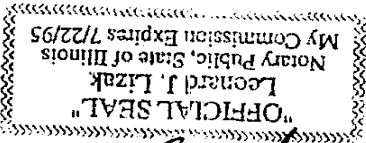
3650 W. DIVERSEY AVE.

CHICAGO, ILLINOIS 60647

THIS INSTRUMENT WAS PREPARED BY:

LORRAINE LIZAK

Property of Cook County Clerk's Office



47429666

Notary Public

Leonard J. Lizak

day of *December* A. D. 19 *92*

Given under my hand and Notarial Seal, this *18* day of *December*, 19 *92*, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as *18* personally known to me to be the same person, whose name *Leonard J. Lizak* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *he* signed, sealed and delivered the said instrument

I, *Leonard J. Lizak* a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Leonard J. Lizak*

State of *Illinois* County of *Cook* } 55.