

This Indenture,

WITNESSETH, that the Grantor

..... *Nestor Aguilar*

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Six Thousand Three Hundred Fifty and No/100 Dollars

in hand paid, CONVEY to AND WARRANT to W.E.L. Farm & Mercantile, 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 37 in block 2, in Cobe and McKinnon's 63rd Street and Sacramento Avenue subdivision of the east 1/2 of the southwest 1/4 of section 13, township 38 north, range 13, East of the third principal meridian, in Cook County, Illinois.

Index no. 19-13-306-028

DEPT-01 RECORDING

180008 TRAN 4277 9123 12-47

04851 # 36 *-25-042523

COOK COUNTY RECORDER

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois
Is Trust, nevertheless, for the purpose of securing performance of the covenants and agreements hereinWHEREAS, The Grantor's *Nestor Aguilar*
justly indebted upon one retail installment contract bearing even date herewith, providing for
installments of principal and interest in the amount of \$ 113.10 each until paid in full, payable to

Side-All America, Inc.

Assigned to:

Old Republic Insure Financial Accept Corp.
30233 Southfield Road
Suite 200
Southfield, MI 48076

95042523

I, the Grantor, covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as hereinabove set forth, provided, or according to any agreement or 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 thereon, and to pay the cost of same, and to pay to the holder of said premises, shall be committed and delivered to him, or his assigns, at the time of sale, and previous to the execution of any instrument to be executed by the grantor herein, who is herein referred to as the "trustee", or his successors in title, the sum of one thousand dollars (\$1,000.00), to be paid by the holder of the first mortgage (undertaking), with accrued interest and payable first to the first trustee or Mortgagee, and second, to the trustee herein as their interests may appear, which holder shall be left and remain with the said mortgages of trustees until the indebtedness is fully paid, (4) to pay all premium insurance, and the interest thereon, at the time of time when the same shall become due and payable.

In case of default so to trustee, or pay taxes or assessments, or the premium insurance, 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 of such taxes or title affecting said premises or in any manner encumbering it, and the interest thereon from time to time, and all monies so paid, the grantor agrees to repay immediately without demand, and the same with interest 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 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 accrued by express terms.

It is Agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of claimant in connection with the foreclosed property, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of and property, including foreclosure decree, 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 benefit 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 thereof 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 on the hour, execution, administrators and executors 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 sit 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 case of the death, removal or absence from said COOK County of the grantee, or of his refusal or failure to act, then *Carl Barone*, 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, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. 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 15th day of November A.D. 1994

Nestor Aguilar (SEAL)

Nestor Aguilar

(SEAL)

Notary Public in the State of Illinois, No. 6700, 50th Judicial Circuit, 6th Dist.

(SEAL)

GARRETTE

RECORDED DE 9 '93

UNOFFICIAL COPY

Will Open

Box No.

TO

Trustee

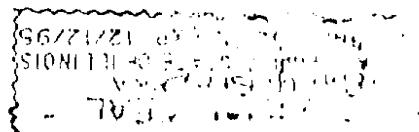
THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

OLD REPUBLIC JFA CORP
3023 Southfield Rd. Ste. 300
Southfield, MI 48076



RECEIVED



12/12/95
RECEIVED
RECEIVED

95042523

day of November A.D. 1994

I, **BILL T.Y. STEVENS**, do hereby certify that I, **NOTARY PUBLIC in and for said County, in the State of Wisconsin**, do **affirm** and declare that the undersigned **personally known to me to be the same person**, whose name is **WILSON, DONALD**, signed, sealed and delivered the foregoing instrument **and acknowledged before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument**, **under seal of the Notary Public**, **in the City of Milwaukee, State of Wisconsin**, on the **12th day of November, 1994**, **for the uses and purposes herein set forth, understanding the nature and meaning of the rights of the parties,** **and particularly apprised before me that this day in person and acknowledged that he/she signed, sealed and delivered the said instrument**, **under seal of the Notary Public**, **in the City of Milwaukee, State of Wisconsin**, on the **12th day of November, 1994**.

State of **Wisconsin**, **County of Milwaukee**, **12/12/95**