UNOFFICIAL COPY \$9.0930

130/0050 37 CC1 Page 1 of 4 1998-10-05 12:01:13 Gaok County Recorder 77.50

> 5. 4 P. 4 N.

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This Indenture, we nesseth, That the Grantor Sewadon & Yeronici
Sufelo
of the City of Chicagocounty of SOOK and State of Illinois
for and in consideration of the sum of five - thousand four-nuncived aighty five Doll
in hand paid, CONVEY. AND WARRANT. to Levis and Milare
of the City of Chicogo County Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing verformance of the covenants and agreements hereinafter named.
the following described real estate, with the improvements thereon, including all hearing, 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 Chicego County COOK and State of Illinois, to-w
and State of Jilinois, to-w
Tot 14 in the Subdiscoon of Sot 40 the
Subdition of Blocks 3 & 4 in Hamileton's
Subdimoion of the East 1/2 of the N.W. 1/4
Of Section 35, Tamphin 40 North Comme 13
Et to the 3rd P a Wa A Cook
Of Section 35, Township 40 North, Range 13 East of the 3rd Principal Mendian, in Cook Country Illinois.
councy accuración
PIN 13-35-112-031
Address 3722 PAIMER ChicAGO TL

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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 Salveylor & Veronicel Sotelo

justly indebted upon Ahelo one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 146.50 each until paid in full, payable to 5ide All America

Assigned To: Old Republic

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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 therefore; (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 hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, which oss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustees herein as their interests may appear which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 consumbrances 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 encumbrances 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 by reby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of scid is debtedness, including principal and all earned interest shall, at the option of 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 forcelosure 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 any suit or proceedings 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 taxed 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 solicitor's fees have been paid. The grantor... for said grantor... and 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.

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IN THE EVENT of the death, removal or absence of his refusal or failure to act, then	4550	of said County is	hereby appointed to be first successor
Deeds of said County is hereby appointed to b agreements are performed, the grantee or his succ reasonable charges.	e second successor cessor in trust, shall	r in this trust. And y	when all the aforesaid covenants and s to the party entitled, on receiving his
Witness the pand and seal of the gran	ntor this 29th	h day of Juli	y
	00/4 Co/	,	
		J. C/6/	<b>*</b> -/
			O (SEAL)

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\* 98880940

#### UNOFFICIAL COPSESSORS OF THE PROPERTY OF THE P Stair of Illinois Ununty of COOK 85. undersigned

EWILY STOPKA
HOLAW FIRST STATE OF ILLINOIS
MY TON MISSING EXPIRES 12/19/99 OOT COUNTY CONTS

Ginen under in hand and Notarial Seal, this

a Notary Public in and for said County, in the State aforesaid, Du Ferelin Certify that .... Selved

instrument, appeared before me this day in person, and acknowledged that Are Jsigned, scaled and delivered the said instrument

as . . . . free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Box No.

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

Property of Cook County Clerk's Office