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This Indenture, WITNESSETH, That the Grantor Michael R. Gaspers and Carin Gaspers, married to each other

of the Village of Melrose Park County of Cook and State of Illinois

for and in consideration of the sum of Three Thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANT to JAMES V. CARBONE

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 Village of Melrose Park County of Cook and State of Illinois, to-wit: Lot 1 and Lot 2 in Lorenzo and Senese Subdivision of Lot Forty One (41), (Except South 18 feet thereof) and all of Lots Forty Two (42) to Fifty Eight (58) both Inclusive, in Block One Hundred and Fifty Three (153) in Melrose, a Subdivision of Lots Three (3), Four (4), and Five (5) in Superior Court Partition of the South Half (S) of Section 3, and all of Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, (lying North of the Chicago and Northwestern Railway) in Cook County, Illinois.

Commonly Known As: 35 North 24th Avenue, Melrose Park Cook County

Permanent Index Number: 15-0-100-047

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 Grantors Michael R. Gaspers and Carin Gaspers

justly indebted upon their one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 3,14 each until paid in full, payable to

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 or injury to real estate, or damage to 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 selected by the grantor herein, who at hereby authorized in case such insurance or coverage acceptable to the holder of the first mortgage indebtedness, with loss clause attached, payable first to the first Trustee of Mortgage, 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; (7) In the event of failure to insure or pay taxes or assessments or the prior incumbrances, 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 or purchase any tax lien or title affecting said premises, and pay all prior incumbrances 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 an additional indebtedness secured hereby; (8) 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; (9) In Access by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure process, including reasonable solicitors fees, outlays for documentary evidence, stenographic, the cost of preparing or completing abstract showing the whole title of said premises, preparing location or decree, shall be paid by the grantor and the like expenses and disbursements, incurred by any suit or proceeding wherein the grantor or any holder of any 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 added to 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 dissolved nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid. The grantor, her said grantor and for the heirs, assigns, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill or foreclosure the 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 grantor or of his refusal or failure to act, then John A. Laskey 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 grantor or his executor in trust, shall release said premises to the party entitled on receiving his reasonable charges.

Witness the hand and seal of the grantors this 2nd day of May A. D. 19 89

Michael R. Gaspers (SEAL)
Carin Gaspers (SEAL)
Carin Gaspers (SEAL)
Carin Gaspers (SEAL)

NOT IDENTIFIED

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UNOFFICIAL COPY

Trust Agreement

Box No. ....

JAMES V. CARBONF., Trustee

TO

THIS INSTRUMENT WAS PREPARED BY:

186034

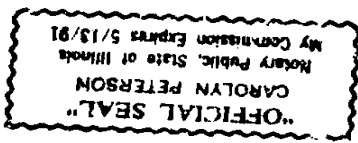
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CAROL PETERSON, CLERK  
RECEIVED  
MAY 23 PM 1:14

Property of Cook County Clerk's Office



I, Carolyn Peterson, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Michael R. Casper, and  
Garin Casper, his wife  
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 he signed, sealed and delivered the said instrument  
as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
Given under my hand and Notarial Seal, this 2nd day of May A. D. 1989

Notary Public

Carolyn Peterson

State of Illinois }  
County of Cook }  
SS.