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TRUST DEED-Form 748- R

Doc#: 0425403076

Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds

Date: 09/10/2004 04:18 PM Pg: 1 of 3

THIS INDENTURE WITNESSETH, that the grantor

OSCAR CAMACHO AND SANTA TEJEDA ARCOS of 349 UVEDALE ROAD, RIVERSIDE

for and in consideration of the sum of (\$50,000) Dollars, in

hand paid, receipt of which is hereby acknowl-

edged, convey ED and warrant ED

to ARACELY PAF2

Trustee, of CHICAGO, ILLINOIS

THE ABOVE SPACE FOR RECORDER'S USE ONLY

(and in case of the death, absence of said Trustee from said state or his inability or refusal to act, then unto XXXXXXXX authorities as are hereby vested in said Trustce), the following described lands and premises situated in the County of COOK . and State of ILLINOIS

to-wit: 49 UVEDALE ROAD, RIVERDALE, ILLINOIS 60546

PIN # 15-25-312-001-0000 LEGAL DESCRIPTION:

LOT 9 IN WALTER S. BALTIS RESUBDIVISION OF SUNLEY LOTS AND PARTS OF LOTS IN BLOCKS 25, 32 AND 33 IN THE THIRD DIVISION OF RIVERSIDE, IN SECTIONS 25 AND 36, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JANUARY 12, 1956 AS DOCUMENT 16466912, IN COOK COUNTY JULINOIS.

together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues hereby releasing and waiving all rights under and by virtue of the Homestead Exempt. In Laws of the State of

ILLINOIS and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained to have and to hold each, every and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and agreements herein contained.

WHEREAS, the said OSCAR CAMACHO AND SANTA TEJEDA ARCOS

even date herewith, payable to ARACELY PAEZ

the order of Bearer and delivered said principal note (s) being for the sum of \$50,000

and payable UPON THE SALE OF 349 UVEDALE ROAD, RIVERSIDE, ILLINOIS 60546

0425403076 Page: 2 of 3

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after the date thereof, with interest thereon until maturity at the rate of 6% per centum per annum, payable on the XXXXXXXXX day of XXXXXXXXXXX and of XXXXXXXXXXX in each year, which said installments of interest, until the maturity of said principal sum, are further evidenced by interest notes or coupons of even date herewith; all of said principal and interest notes bear interest after maturity at the highest rate for which it is now in such case lawful to contract, and all of said principal and interest payments being payable in lawful money of the United States of America at XXXXXXXXXX

NOW THEREFORE, in consideration of the premises, the grantor(s) hereby covenant(s) and agree(s) to pay promptly said indebtedness and interest thereon as in said note(s) provided, or according to any agreement or agreements extending or premises prior to the time that penalty will attach in each year and deposit the receipts therefore with said Trustee; to permit or suffer no claim for lien for labor or materials furnished or to be furnished upon said premises to pend against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note(s) and the purchaser of said premises at any foreclosure sale thereof, a merchantable abstract of title to said real estate showing the title thereof from the Government to and including the date of the record of this conveyance or guaranty policy, to pay promptly at or before maturity thereof, all claims or demands that are or may become a lien, claim or cloud upon the title to said premises; to keep all buildings thereon in good repair and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, high ning, tornadoes and wind storms until said indebtedness is fully paid with proper clauses making the same payable in case of loss to said Trustee, or in case of foreclosure the owner of the certificate of sale, and deposit said policies with said Trustee, and in case of loss said Trustee (or in case of foreclosure the owner of the certificate of sale) is hereby authorized to adjust, compromise and collect in his discretion all loss and claim for loss under any and all of such policies, and said grantor(s) hereby expressly covenant(s) and agree(s) to deliver to said Trustee, properly signed, all receipts, vouchers and releases which may be requested by said Trustee or such insurance company, to be executed by an owner. In the event of the failure so to insure or pay taxes or assessments, or to furnish such abstracts or guaranty Policy or to pay all such further claims as aforesaid, then the owner or holder of the note(s) or any if tacin, secured by this conveyance may at his option order and pay for all or any of the same and all money so paid the grantor(s) nereby assign(s) to repay immediately without demand and the same interest from such dates of payment at 7 per cent per annum, shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREEF by said grantor(s) that, in case of a breach of any of the covenants or agreements herein contained, the whole of said indebte iness, including principal and interest up to the time of such breach, and any sums of money disbursed as aforesaid shall, at the option of the legal holder of said note(s) or of any of them at once, without notice, become due and payable and the same with interest thereon at 7 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both in like manner as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and receive all rents, issues and profits thereof; and said grantor(s) hereby assign(s) to said Trustee all the rent', is: ues and profits thereof; and out of such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in obtaining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to apply the balance in his hands, in payment or reduction of the indebtedness secured thereby, or on account of any deficiency that may exist after sale in the foreclosure, and the grantor(s) waive(s) all the right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agree(s) that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose, without regard to the adequacy of the security, the solvency of the grantor(s) herein, or whether said premises are used as a homestead or not, and that whenever application is made for a Receiver under any provision of this deed, no bond shall be required of such applican, and that the giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED that said grantor(s) shall pay all costs and expenses paid or incurred by said grantee or by the holder or holders of said note(s) including all reasonable attorneys' and solicitor's fees appearances appearance fees, all outlays for documentary evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of tide showing the tide to said real estate down to and including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any foreclosure sale to be had hereunder, in any suit in which the grantee herein or the holder or holders of the indebtedness secured hereby shall be plaintiff or defendant by reason of being a party to this trust deed or holder of said note(s) and that all such expenses shall be a lien upon the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor(s) or assigns upon reasonable request therefore.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party entitled to such release upon payment of reasonable charges therefore.

0425403076 Page: 3 of 3

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ally appropriate charges	
receiving his reasonable charges.	ist I wan
WITNESS the hand(5) and seal(s) of the grantor(s) this	137 day of January
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A.D. 3004 (SEAL) _	(SEAL)
(SEAU)	OFFICIAL SEAL
OSCAR EAMACHO	SACRETY AND (SEAL)
AND TRUEDA ARCOS	MY COMMISSION EXPIRES: 02-03-07
SANTA TIGEBA ARCOO	
(Illingin	OFFICIAL SEAL' TOMMY MOYER
STATE OF A ACCUSED	MOTARY FUBLIC, STATE OF ILLINOIS
COUNTY	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 06/18/2007
La La County and State &	foresaid, DO HEREBY CERTIFY, That OSCAR
I, the undersigned, a Notary Public, in and for said County and State a	1010001.u, 2 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
CAMACHU	Oscar Camacho subscribed
personally known to me to be the same person(s) whose name	Comments down in person and acknowledged that
to the foregoing instrument as having executed the same, appeared of	Oscar Camado free and
signed, sealed and delivered the said in strument as	OSON Competered
voluntary act for the uses and purposes therein set forth, including the	e release and waiver of the fight of homestone.
Voluntary net (5) the deep share k	
A.D. 2004, and I hereby further certify upon this date I am of	buly commissioned and authorized by the laws of said state to
A.D. 2004, and i nereby further certify upon and	
take acknowledgment of deeds.	Santa 4. Clear
	Notary Public.
	C'2
The signature of the undersigned is endorsed upon the margin	0.
of all notes secured hereby for the purpose of identification.	Chammanny
of all motes secured netery for the persons	} or call
	NOTATI PUBLIC - STATE OF ILLINOIS
	NOTAL THOUSEN EXPIRES: 02-03-07
	Emme vamme
	10

TOMMY MOYER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 96/18/2007