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Doc#: 0719322115 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/12/2007 12:14 PM Pg: 1 of 3

above space for recorder's use only

THIS INDENTURE WITNESSETH, that

ANSELMO GOMEZ, a married man (hereinafter called the Grantor),

of the Village of Summit, County of Cook, State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid,

CONVEYS and WARRANTS to

MIGUEL JIMENEZ, 3745 W. 55th Street (60632)

of the City of Chicago, County of Cook, as Trustee and to his successors in trust hereinafter named, the following real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the county of Cook, State of Illinois, to wit:

LEGAL DESCRIPTION ATTACHED

Permanent Tax Number: 18-13-309-034-0000

Property Street Address: 6220 S. Archer, Summit, IL 60501

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 is justly indebted upon a principal promissory note bearing even date herewith, payable to Miguel Jimenez in the amount of \$53,128.69 payable on or at 5% amortized over 5 years.

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The Grantor covenants and agrees as follows: (1) to pay said indebtedness and the interest therein, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due each year, all taxes and assessment against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild 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 on or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance 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 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.

It is agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenograrher'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 suit or proceeding wherein the granter or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the 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 randered in such foreclosure proceedings; which proceedings whether decree of sale shall have been entered or not, shall not be dismissed nor release hereof give, until all such expenses and disbursements and the costs of suit, including attorney's fees, have The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the 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 complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor or to any party claiming under the 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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The name of a record owner is: Anselmo Gomez.
In the event of the death or removal from said Cook County of the grantee or of his resignation, refusal or failure to act, then Laura Jimenez 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 then Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving reasonable charges.
This trust deed is subject to covenants and restrictions of record and general real estate taxes for 2006 and subsequent years.
Witness the hand and seal of the Grantors this
STATE OF ILLINOIS) COUNTY OF COOK) SS.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HERESY CERTIFY that Anserso Gomez, a married man, personally known to me to be the same person those 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 <u>25th</u> day of <u>June</u> 2007
OFFICIAL SEAL JOHN W O'ROURKE (Impress Notary Sugir Ammerpialic - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/26/08
This conveyance must contain the name and address of the grantee (Ch.115:12.1), the name and address for tax billing (Ch.115: 9.2) and the name and address of the person preparing the instrument (Ch.115: 9.3).
Instrument prepared by John O'Rourke, 4239 W. 63rd Street, Chicago, IL 60629.