

23 751 155

This Indenture Witnesseth, That the grantor, Carlos Acosta & Daisy Acosta

of the City of Chicago in the County of Cook and State of Illinois

for the consideration of the sum of Six Thousand Nine Hundred Seventy Four & 88/100's Dollars

in hand paid to and WARRANT to CAPITOL BANK OF CHICAGO

4801 West Fullerton Ave. of the City of Chicago County

of Cook and State of Illinois the following described real estate, to-wit:

Lot 26 and the East 3 feet of Lot 27 in Cratty & Kirkeby's Subdivision of
Lot 6 in Kimbrell's Subdivision of the East Half of the Southwest Quarter of the
West half of the Southeast Quarter of Section 26, Township 40 North, Range 13
East of the Third Principal Meridian.

situated in the City of Chicago County of Cook and State of Illinois

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois

and all right to retain possession of said premises after any default in payment of a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said Carlos Acosta & Daisy Acosta Grantor
herein is justly indebted upon There Promissory Note, bearing even date herewith, payable to the order of
CAPITOL BANK OF CHICAGO 4801 W. Fullerton Avenue, Chicago, Illinois 60639
In the amount of \$6974.88 including add-on interest at the rate of 7.00
per cent per annum (12.68) with 47 monthly payments of \$145.31 commencing
January 20, 1977 and a final payment of \$145.31 on December 20, 1980.

Now, if default be made in the payment of the said Their Promissory Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such cases the holder of said principal sum and interest, secured by the said Their Promissory Note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note, or either of them, it shall be lawful for the said grantor, or his successor in trust, to either give and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof, and, in his own name or otherwise, to file a bill or bills in any court having jurisdiction thereof against the said party of the first part, Their heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified by said party of the second part, as such trustee or a special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and Reasonable Dollars attorney's and solicitor's fees, and also all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof or not, and the balance of the proceeds of said sale, if any, to the legal representatives or assigns, due to them, rendering the overplus, if any, unto the said party of the first part, Their legal representatives or assigns, on reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase moneys.

And it is further provided and agreed, that upon the filing of any bill of complaint or application for foreclosure of this Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK OF CHICAGO of any suitable person, receiver, with power to receive and collect the rents, issues, and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said Receiver shall have the full power of receivers, and such other powers in the premises as to said Court shall seem proper.

And said first party hereby agrees, that They will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for an amount that exceeding the amount of said indebtedness, as said second party, or the holder of said note, may from time to time direct, and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part thus to insure, or assign the policies of insurance, or to pay taxes as aforesaid, said party of the second part or his successor in trust, or the holder of said note, may procure such insurance, or pay such taxes, and all moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid by this Trust Deed.

When the said note and all expenses occurring under this Trust Deed shall be fully paid, The said grantor or his successor or legal representatives shall reconvey all of said premises remaining unsold to the said grantor or Their heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantor, then Capitol Bank of Chicago

of said COOK COUNTY is hereby appointed and made successor in trust herein, with full power and authority, as is hereby vested in said grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor or the holder or holders of said note in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 10 day of Dec 1976 A.D.

X Carlos Acosta (SEAL)
X Daisy Acosta (SEAL)

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Office

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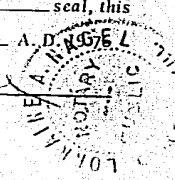
State of Illinois)
) ss.
County of Cook) J. Lorraine A. Nagel
) A Notary

in and for said County, in the State aforesaid, Do Hereby Certify That Carlos Acosta & Daisy Acosta his wife.

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They signed, sealed and delivered the said instrument as Their 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 Notary seal, this 10th day of December A. D. 1978

Lorraine A. Nagel



23751155

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Carlos Daisy
Acosta & Acosta
3618 W. Wrightwood Ave.
Chicago, Illinois 60647

Capitol Bank of Chicago
4801 West Fullerton Avenue
Chicago, Illinois 60639

Prepared By: *[Signature]*
Rosali [Signature]
M. J. [Signature]

Mailed To:
CAPITOL BANK OF CHICAGO
4801 West Fullerton Avenue
Chicago, Illinois 60639

END OF RECORDED DOCUMENT