

UNOFFICIAL COPY

Account No 44800131

TRUST DEED (MORTGAGE)

THIS INDENTURE, dated September 12, 1977, between 24 164 876
Robert Farias and Lillian A Farias

of the City of Chicago, County of Cook, State of Illinois
(hereinafter called the "Grantors") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a
national banking association doing business in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with its
successors and assigns, called the "Trustee").

WITNESSETH:

WHEREAS, pursuant to the provisions of a certain Retail Installment Contract (hereinafter called the "Contract"), of even date
herewith, between the Grantors and First City Builders, as Seller, the Grantors are justly
indebted in the sum of Twenty-Four Hundred Thirty-One and 80/100 (\$2431.80) Dollars to the legal
holder of the Contract, which indebtedness is payable at the offices of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, 231 South LaSalle Street, Chicago, Illinois 60693 in 42 successive monthly installments, each of
\$ 57.90, except for a final installment of \$ _____, commencing 45 days after the Completion Date
provided for in the Contract, and on the same date of each month thereafter until paid in full;

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Contract, of said indebtedness, and the
performance of all other covenants, agreements and obligations of the Grantors under the Contract and hereunder, the Grantors hereby
CONVEY and WARRANT to the Trustee the following described real estate (hereinafter called the "premises") situated in the
City of Chicago, County of Cook, State of Illinois, to wit:
The North half (1/2) of Lot thirty (30) and all of Lot thirty-One (31) in
Block twenty-nine (29) in Circuit Court Partition of the South East quarter
(1/2) of Section 31, Township 38 North, Range 15, East of the Third Principal
Meridian (except Railroad lands) in Cook County, Illinois.

(This is a Junior Lien) subject to that certain mortgage from Robert Farias
and Lillian A Farias to Public Federal Savings & Loan dated February 28, 1969
and recorded March 4, 1969 as Document No 077-116.

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all
heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits
thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State
of Illinois.

The Grantors covenant and agree, (1) to pay said indebtedness, and all other amounts that may be payable under the Contract, as
provided in the Contract or according to any agreement extending the time of payment, (2) to pay before any penalty attaches, all
taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or
damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste
to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises
insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably
be satisfactory to the legal holder of the Contract, which policies shall provide that loss thereunder shall be payable first to the holder of
any prior encumbrance on the premises and second to the Trustee, as their respective interests may appear, and upon request, to
furnish to the Trustee or to the legal holder of the Contract satisfactory evidence of such insurance; and (6) to pay, when due, all
indebtedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree that, in the event of any failure to insure, or pay taxes or assessments, or pay the indebtedness
secured by any prior encumbrances, either the Trustee or the legal holder of the Contract may, from time to time, but need not,
procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the
indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Trustee or the legal holder of
the Contract, as the case may be, upon demand, for all amounts so paid, together with interest thereon at the highest lawful contract
rate from the date of payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenant or
agreements contained in the Contract, the indebtedness secured hereby shall, at the option of the legal holder of the Contract, without
demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or
both, to the same extent as if such indebtedness had been matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the
foreclosure hereof (including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges and cost of procuring
or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like
expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee or the legal holder of the Contract, as such, may
be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and
shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether
decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements,
and the costs of suit, including attorneys' fees, have been paid. The Grantors, for the Grantors and for the heirs, executors,
administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such
foreclosure proceedings, and agree 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 Grantors, or to any party claiming under the Grantors, appoint a receiver to
take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

The Trustee shall, upon receipt of its reasonable fees, if any, for the preparation of such release, release this Trust Deed and the
lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been
fully paid; and the Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after
the maturity thereof, produce and exhibit to the Trustee the Contract, representing that all indebtedness secured hereby has been paid,
which representation the Trustee may accept as true without further inquiry.

The lien of this Trust Deed is subject and subordinate to the lien of any prior encumbrance of record on the premises.

The term "Grantors" as used herein shall mean all persons signing this Trust Deed and each of them, and this Trust Deed shall be
jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Grantors, and all rights, powers and remedies of the Trustee and the holder of the Contract, expressed
herein shall be in addition to, and not in limitation of, those provided in the Contract or by law.

WITNESS, the hand(s) and the seal(s) of the Grantors as of the day and year first above written.

Robert Farias (SEAL) _____ (SEAL)
Lillian A Farias (SEAL) _____ (SEAL)

This instrument prepared by:

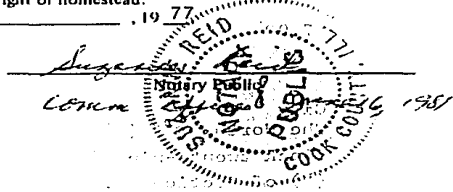
George E. Schwertfeger, 231 South LaSalle Street - Chicago, Illinois 60693
(Name and Address)

24 164 876

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert Farias and Lillian A Farias personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he (she, they) signed and delivered said instrument as his (her, 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 official seal this 12 day of September, 19 77.



24164576

Property of Cook County Clerk's Office



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CONTINENTAL ILLINOIS NATIONAL BANK
CONSUMER CREDIT DIVISION
221 SOUTH LA SALLE STREET, CHICAGO, ILL. 60604

GEORGE SCHWERTFEGER

Consumer Credit Division

200 BUILDING — 27th FLOOR

END OF RECORDED DOCUMENT