

25963774

This Indenture Witnesseth, That the grantor John Aguirre & Dolores Aguirre of the City of Chicago in the County of Cook and State of Illinois for and in consideration of the sum of Ten Thousand One Hundred Twenty Eight & 00/100's Dollars in hand paid, CONVEY and WARRANT to CAPITOL BANK OF CHICAGO 4801 W. Fullerton Avenue of the City of Chicago County of Cook and State of Illinois the following described real estate, to-wit:

Lot 5, 6 and the South 1/2 feet of Lot 7 in Block 3 in E.L. Smith's Addition to Irving Park Said addition, Being a Subdivision of the North 1/2 of the East 40 Acres of the West 1/2 of the South West 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian. address known as: 3401 N. Kilpatrick

PREPARED BY: NAME ADDRESS

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 any of the covenants or agreements herein contained: in trust nevertheless, for the following purposes:

Whereas, The said John Aguirre & Dolores Aguirre Grantor herein are justly indebted upon their Promissory Note, bearing date herewith, payable to the order of

CAPITOL BANK OF CHICAGO, 4801 W. Fullerton Avenue, Chicago, Illinois 60639 In the amount of \$10128.00 with 9% add-on (15.62 APR) with 59 monthly payments of \$168.00 commencing August 20, 1981 and a final payment of \$168.00 on July 20, 1986.

25963774

Notes. 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 whole 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 grantee, or his successor in trust, to either take 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 as 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 the option of the legal holder thereof, and all interest due thereon, 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 money.

And It is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK OF CHICAGO or 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 power in the premises as to said Court shall seem proper.

And Said first party hereby agrees, that he y 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 (not 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 accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal representatives shall re-convey 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 grantee then CAPITOL BANK OF CHICAGO

of said is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee 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 30th day of July A.D. 81

John Aguirre (SEAL) Dolores Aguirre (SEAL)

UNOFFICIAL COPY

1981 AUG 10 AM 10 37

State of Illinois } ss. AUG-10-81 499389 25963774 -- REC 10.00
County of Cook } 3, Jim Runas

A Notary _____ in and for said County, in the
State aforesaid, Do Hereby Certify That _____
John Aguirre & Dolores Aguirre

personally known to me to be the same person_s whose name_s _____
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that he_v 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
30th day of July A. D. 1981

Jim Runas
JIM RUNAS
NOTARY PUBLIC
ILLINOIS

Property of Cook County Clerk's Office

25963774

10.00

TRUST DEED
STATUTORY FORM
With Clause for Receiver and Insurance

John Aguirre & Dolores Aguirre

3401 W. Kilpatrick
Chicago, Illinois 60641

TO

CAPITOL BANK OF CHICAGO
4801 W. Fullerton Avenue
Chicago, Illinois 60639

Prepared by: M. Needham

MAIL TO:
CAPITOL BANK OF CHICAGO
4801 W. FULLERTON
CHICAGO, IL 60639

END OF RECORDED DOCUMENT