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This Indenture Witnesseth, That the grantor  
Javier Garcia & Josephine Garcia, his wife  
of the City of Chicago in the County of Cook and State of Illinois  
for and in consideration of the sum of Forty Seven Hundred Fifty Seven Dollars & 70/100's Dollars  
in hand paid, CONVEY and WARRANT to CAPITOL BANK & TRUST OF CHICAGO  
4801 W. Fullerton Avenue of the City of Chicago County  
Cook and State of Illinois the following described real estate, to-wit:

That part of Lots 100 and 101 and the North 4 feet of Lot 102 all taken  
one tract lying South of the North 22.50 feet thereof in Woods Subdivision  
of the West 10 acres of Lot 6 in Circuit Court Partition of the East 53.22  
acres of the Northeast 1/4 of Section 36, Township 40 North, Range 13, East  
of the Third Principal Meridian, lying North of Milwaukee Avenue in Cook  
County, Illinois.

Address known as: 2076 N. Campbell

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

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of  
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;  
in trust nevertheless, for the following purposes:

Whereas, The said Javier Garcia & Josephine Garcia Grantor  
herein are justly indebted upon their Promissory Note bearing even date herewith, payable to the order of

CAPITOL BANK & TRUST OF CHICAGO, 4801 W. Fullerton Avenue, Chicago, Ill. 60639  
In the amount of \$4757.70 with 10% ass-on (18.28 APR) with 29 monthly payments  
of \$158.59 commencing April 15, 1983 and a final payment of \$158.59 on  
September 15, 1985.

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 case 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 holder  
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 enter into 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  
decrees 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 an 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 thereof, appoint CAPITOL BANK & TRUST 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 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 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 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.

Then The said note and all expenses accruing under this Trust Deed shall be fully paid, to the said grantor 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, or other inability of the said grantor, or his heirs or assigns, or other inability  
to act of said grantor then CAPITOL BANK & TRUST OF CHICAGO

is hereby appointed and made successor in trust herein, with like 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  
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 25th day of March 1983 A.D.

Josephine Garcia (SEAL)  
Javier Garcia (SEAL)

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UNOFFICIAL COPY

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

Javier Garcia & Josephine Garcia, his wife

personally known to me to be the same persons whose names 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

25th day of March

*Lorraine A. Nagel*

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAY 13 1983  
ILLINOIS NOTARY ASSOC.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney J. Olson*  
RECORDER OF DEEDS

1983 APR -8 AM 10:05

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APR-83 7 48 47 4

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10.00



**TRUST DEED**

STATUTORY FORM  
With Clause for Receiver and Insurance.

Javier Garcia &

Josephine Garcia

2076 N. Campbell

Chicago, Illinois 60647

TO

CAPITOL BANK & TRUST OF CHICAGO

4801 W. Fullerton Avenue

Chicago, Illinois 60639

Prepared by: M. Needham

MAIL TO:

CAPITOL BANK & TRUST OF CHICAGO

4801 W. Fullerton Avenue

Chicago, Illinois 60639



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END OF RECORDED DOCUMENT