

UNOFFICIAL COPY

26318754

This Indenture Witnesseth, That the grantor
Carlos M. Acosta and Daisy C. Acosta
of the City of Chicago in the County of Cook and State of Illinois
for and in consideration of the sum of Twenty-nine thousand seven hundred sixteen and 50/100
is here paid, CONVEY and WARRANT to Capitol Bank and Trust of Chicago
4801 W. 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 and Kirkby's Subdivision of lot 6 in Kimball's Subdivision of the East half of the South West quarter and the west half of the South East quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

Property of
Cook County Clerks Office
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 or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said Carlos M. Acosta and Daisy C. Acosta Grantor
herein are justly indebted upon their Promissory Note, bearing even date herewith, payable to the order of
Capitol Bank and Trust of Chicago in the amount of \$29,716.50
including add-on interest at the rate of 12 per cent per annum
with 59 payments of \$495.27 commencing 8-25-82 and a final
payment of \$495.27 on 7-25-87

Note: If default be made in the payment of the said their Promissory Note, or of any part thereof, or if 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 in case of breach of any of the covenants or agreements herein contained, then in such cases the whole of the principal sum and interest accrued by the said note, shall 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 attach into and upon any part of the said premises, or any part thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file bill of sale in any court having jurisdiction thereof against the said party of the first part, their heirs, executors, administrators, successors in title, or any other person, or persons, or any part of said premises for the purposes herein specified, by said party of the first part, as such trustee or as special commissioner, or receiver, under order of court, and out of the proceeds of any such sale to first pay the costs, 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 collector's fees, and also all other expenses of this trust, including all amounts advanced for insurance, taxes and other liens or assessments, with interest thereon at 12 per cent per annum, due thereon, rendering the overplus, if any, unto the said party of the first part, their legal representatives or assigns, on reasonable notice, 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 party or parties, with once upon application thereto, assign Capitol Bank and Trust, or any suitable person or persons, to collect all rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such action, and to pay all taxes and assessments on said premises, and to pay all the full power of receivers, and such other power in the premises as to said Court shall seem fit.

Also, 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 thereon at all times in good repair, during the continuance of said indebtedness, incurred in such company or companies as for an amount not exceeding the amount of said indebtedness, as said second party, the holder of said note, may from time to time direct, and will property assign such policy or policies of insurance to the second party 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 same to the second party, or to pay taxes as aforesaid, said party of the first part or his successor in trust, or the holder of said note, may procure such insurance, or make such arrangements as he may see fit, and the premium thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid by this Trust Deed.

Also, The said note and all expenses accruing under this Trust Deed shall be fully paid, by 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 release or discharge therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantee, the Capital Bank and Trust

of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested to said grantee. It is agreed that said successor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder of said note in any suit in which either of them may be involved, or may be liable by reason of being a party to this Trust Deed, or a holder of the same, 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 5th day of July 1982 A.D.

X Carlos M. Acosta
Daisy Acosta

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State of Illinois } ss.

County of Cook } 3. Jim Runas

A Notary

in and for said County, in the

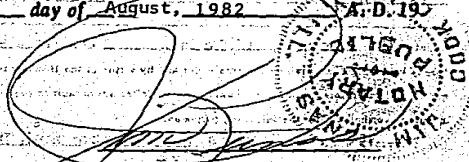
State aforesaid, Do hereby Certify, That Carlos M. Acosta
and Daisy C. Acosta

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

5th day of August, 1982

A.D. 1982



1982 AUG 12 AM 9:07
COOK COUNTY IL

10.00

10.00 E

TRUST DEED

STATUTORY FORM
With Clauses for Recital and Insurance

Carlos Acosta & Daisy Acosta
3618 W. Fullerton
Chicago, Illinois 60647

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

Prepared by: Mr. Needham

AMIL TO:
CAPITAL BANK AND TRUST OF CHICAGO
4801 W. FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

END OF RECORDED DOCUMENT