

This Indenture Witnesseth, That the grantor 26318754

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
in hand 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.

situated in the City of Chicago County of Cook and State of Illinois
heretby releasing and waiving all rights under and by virtue of the Exemption Laws of the State of Illinois
and all right to retain possession of said premises after any default in payment or 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 uptheir 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

Now, If default be made in the payment of the said their Promissory Note or of any part thereof, or if interest thereon,
accrue on said premises, or if 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 grantor, or his successor in trust, to allow into and upon and take possession of the premises hereby granted, or any
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 cost 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 surplus, 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 and Trust 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 proceedings, and any remainder upon said indebtedness; and that said Receiver shall have
the full power of receiver, 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 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.

Whereas The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantor or his successor or legal
representatives shall re-convey all of said premises remaining unused 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 and Trust
of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby
vested in said grantor. 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 his 5th day of July 1982 A.D.

Carlos M. Acosta
Daisy Acosta
SEAL
SEAL

12741835

26318754

UNOFFICIAL COPY

58318754

State of Illinois ss.
County of Cook 3, Jim Runas
A Notary Public in and for said County, in the
State aforesaid, Do Herby Certify, That Carlos M. Acosta
and Daisy C. Acosta

personally known to me to be the same person whose name s
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. 19

1982 AUG 12 AM 9 07

COOK COUNTY RECORDS

AUG-12-82 6:23:075 26318754 10.00

10.00

TRUST DEED

STATUTORY FORM
With Clause for Beneficiary and Insurance

Carlos Acosta & Daisy Acosta
3618 W. Wrightwood

Chicago, Illinois 60647

TO
CAPITOL BANK & TRUST OF CHICAGO
4801 W. Fullerton Avenue

Chicago, Illinois 60639

Prepared by: Mr. Needham

MAR 10 1983

AMIL TO

CAPITOL BANK AND TRUST OF CHICAGO
4801 W. FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

26318754

END OF RECORDED DOCUMENT