

RECEIVED IN BAU CONDITION

FIRST MORTGAGE TRUST DEED

NO. 101NW

49-396 XC

This Indenture, WITNESSETH, That the Grantor Maria Graciela Lopez and Adela Lopez (Joint Tenants) 27197754

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of five thousand two hundred twenty-seven Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee

of the City of Chicago, County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing connections and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Lot 30 in Lizzie V. Sharp's Subdivision of all that part of Lots 3 and the West 1/3 of Lot 4 in the Superior Court's Partition of the East 43 acres of the North 46 acres of the Northwest 1/4 of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, lying North of the North line of 1st Street, West of Boulevard and south of North 3 acres thereof, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Maria Graciela Lopez and Adela Lopez (Joint Tenants) justly indebted upon one principal promissory note bearing even date herewith, payable Kabview Bank, Chicago, Illinois

payable in 60 successive monthly installments, with 87.12 due MONTHLY on the note commencing on the 03 day of SEPTEMBER and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The GRANTOR, covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as hereon and in said notes provided, or according to any agreement extending the term of payment, (2) to pay prior to the first day of June in each year, all taxes and assessments on real and personal property, and on demand to a third party therefor; (3) within sixty days after destruction or damage to real or personal property, to repair and restore the same to the condition that they have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings, law or at any time on any premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance to the holder of the first mortgage indebtedness, with insurance attached payable first, in the first Trustee or Mortgagee.

which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all title encumbrances, and the interest thereon, at its time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or discharge or purchase and tax lien or title affecting said premises, or any of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase and tax lien or title affecting said premises, or any of said prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor, agree, to repay immediately without deduction, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so such additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both the same as if all of said indebtedness had then matured in respect thereto.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documents or evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor; and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the costs of suit, including addition's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or in any party claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Thomas F. Bussey of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 29 day of May, A. D. 1994

Adela Lopez (SEAL)

Maria Lopez (SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

RECORDED IN FULL CONDITION

State of Illinois } ss.  
County of Cook

I, Therry A. Fitzgibbon  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Adela and Marie Hoxsey (TRUST TENANTS)

personally known to me to be the same persons whose names are 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.

Done under my hand and Notarial Seal, this 24  
day of May A. D. 1994  
Therry A. Fitzgibbon  
Notary Public.

Property of Cook County Clerk's Office

0002 11-1 V 1511512 55 7 15 15 2-10

Box No. 146

# Trust Deed

TO  
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:  
Chubb's Business

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

END OF RECORDED DOCUMENT