

RECEIVED IN BAD CONDITION

TRUST DEED

NO. 101NW 27286771

49-40302

This Indenture, WITNESSETH, That the Grantor DELIA HERNANDEZ, A SINGLE PERSON

of the CITY of CHICAGO, County of COOK and State of ILLINOIS  
for and in consideration of the sum of EIGHT THOUSAND SIX HUNDRED SIXTY TWO - 8900 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 appur-  
tenances 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 1 in C. H. Baker's Subdivision of Block 2 in  
Laurie's Subdivision of the West 1/2 of  
the North West 1/4 of Section 30, Township  
39 North, Range 14, East of the Third  
Principal Meridian, 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 DELIA HERNANDEZ, A SINGLE PERSON  
justly indebted upon one principal promissory note bearing even date herewith, payable  
WAKE VIEN TRUST SAVINGS BANK

payable in 60 successive monthly installments each of 144.38 due MONTHLY  
on the note commencing on the 26 day of OCTOBER, 1984, 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 herein and in said notes provided, on  
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises,  
and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises  
that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on  
said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder  
of the first mortgage indebtedness, with interest attached payable first, to the first Trustee or Mortgagee,  
which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances,  
and the interest thereon, at the time or times when the same shall become due and payable.

In THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder  
of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title defect on said premises or pay  
all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor... agrees... to repay immediately without demand, and  
the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured by this note.

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 by both, the same as if all said indebtedness had then matured by  
express terms.

It IS AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the... here-  
of - including reasonable solicitor's fees, outlays for documentary 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 pro-  
ceeding wherein the grantee 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 solicitor's fees have been paid. The grantor... for said premises... and for the heirs, executors, administrators  
and assigns of said grantor... waive... all right 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 to 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 grantee, 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 grantee or his successor in trust, shall release said premises to  
the party entitled, on receiving his reasonable charges.

Witness the hand and seal... of the grantor... this 18 day of JUNE, A. D. 1984  
Delia Hernandez (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)  
(SEAL)

27286771

UNOFFICIAL COPY

State of Illinois } ss.  
County of Cook

I, Mary D Fitzgerald

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Delia Hernandez a single person

personally known to me to be the same person whose name Delia Hernandez subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 Notarial Seal, this 18 day of June 1984

Mary D Fitzgerald  
Notary Public.

Property of Cook County Clerk's Office

CT-984 965043 27286771 A - REL 10.00

9 OCT 84 12:47



11-138662

Box No. 146

# Trust Deed

TO  
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:  
Colombus Business

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/675-2180

END OF RECORDED DOCUMENT