

UNOFFICIAL COPY

This instrument was prepared by *Chermaine Karolewicz*, 2009 West North Avenue Chicago

TRUST DEED

32-38131

This Indenture, WITNESSETH, That the Grantor Jose A. Santana and Graciela Santana, his wife

86411263

Property address: 3714 W. Lyndale of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nine thousand eight hundred eighty-five and 60/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. MCGIYNN, 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 apparatus and fixtures, and every thing 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 10 in Charles S. Neero's Subdivision of Lot 2 in the Subdivision of Blocks 3 and 4 in Hambleton's Subdivision of the East Half of the North West Quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
P.R.E.I. #13-35-111-030

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's Jose A. Santana and Graciela Santana, his wife

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 164.16 each until paid in full, payable to

86411263

THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or 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. To keep all buildings or improvements on said premises that may have been destroyed or damaged; 4. That while it said premises shall not be constructed or suffered; 5. To keep all buildings new or at any time on said premises insured in companies to be named by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the clause attached pay the first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; 6. To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; 7. In the event of failure to insure, or pay taxes or assessments, or the grave circumstances of the insured thereon when due the trustee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments or discharge or purchase any tax lien or lien affecting said premises or pay all such circumstances 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 hereby; 8. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness including principal, and all earned 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 by express term; 9. As ACCESS by the grantor that all expenses and disbursements paid or incurred in behalf of recipient in connection with the foreclosure hereof, including reasonable attorney's fees, costs for documentary evidence, stenographer's charge, cost of procuring or procuring abstract showing the whole title of said premises and all other expenses and disbursements as such, may be a party, shall also be paid by the grantor; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid in full and the whole of any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale which have been entered or not, shall not be a bar, nor a release thereof, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid; The grantor, her said grantor, and her 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 or 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

Joan J. Behrendt

of said County is hereby appointed to be first successor in this trust, and if he 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 recording his reasonable charge

Witness the hand and seal of the grantor this 31st day of July, A. D. 19 86

X Jose A. Santana (SEAL)
* Graciela Santana (SEAL)

UNOFFICIAL COPY

Box No. 22

Trust Deed

TO
R.D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639



86411263

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
183333 TRAN 2724 09/12/86 11:28:00
#423 # A * B - 4 1 1 2 6 3
COOK COUNTY RECORDER

86411263

State of Illinois }
County of Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jose A. Santana and Graciela Santana, his wife,

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X sign'd, 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 Notarial Seal, this July A. D. 19 86

Ann Tupper
My Commission Expires Sept. 5, 1989

Notary Public