

UNOFFICIAL COPY

This instrument was prepared by Chermaine Karpeleng 2009 W. Garfield Avenue Chicago
TRUST DEED *Det 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. McGILLYNN, 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
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, 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

The Grantor covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, in full, and as and when 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, and all demands to which amounts thereon, or within sixty days after destruction or damage to reduce or remove, or any part thereof, or any part of said premises that may have been destroyed or damaged; 4. That no acts to said premises shall not be committed or made; 5. To keep all buildings, houses or other property on said premises, in compensation to be assessed by the grantee, heretofore or hereafter to pay such amounts as may become payable to the holder of the first mortgage indebtedness, with the cause attached pay the first to the first Trustee or Mortgagor, and second, to the Trustee herein as other amounts may appear, which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; 6. To pay all prior assessments, and the interest thereon, at the time or times when the same shall become due and payable.

In case of failure to so insure, or pay taxes or assessments, or the prior indebtedness of the holder of the indebtedness when due, the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax or other affecting said premises or part of said indebtedness and the interest thereon from time to time, and at such time as 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 no such additional indebtedness incurred hereby.

In case of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal, and all earned interest thereon, at the option of the legal holder thereof, without notice, becomes immediately due and payable, and all interest thereon, from time of such breach, at seven per cent, per annum, shall be recoverable by such holder thereof, or by suit at law, or both, the same as of all of said indebtedness had then accrued in express terms.

It is agreed by the grantor that all expenses and disbursements paid or incurred in respect of any action in connection with the enforcement and/or collection of any indebtedness, fees, attorney's fees, documentary evidence, stenographer's charge, cost of procuring or certifying abstract showing the title of said premises, attorney's fee, and all other of any part of said indebtedness, shall be paid by the grantor, and the like expenses and disbursements incurred to any suit or proceeding, whether the same be brought in the name of the grantor or any other of his party, or in his name and included as such, may he a party, shall also be paid by the grantor. All such expenses and disbursements, including attorney's fees, costs, and expenses, shall be paid in cash and when so paid, he is entitled to a credit to any amount that may be rendered in such foreclosures, proceedings, or actions, or to any amount that may be recovered in any decree of sale, or when so paid, shall be retained, for a credit to any amount that may be rendered in such foreclosures, proceedings, or actions, or to any amount that may be recovered in any decree of sale, or when so paid, the grantor, for said grantor, and his wife, heirs, executors, administrators and assigns of said grantor, waives all right to the payment of, and income from, said premises pending such foreclosures proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may or may not, 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, dues and profits of the said premises.

In the event of the death, removal or absence from said County of the grantee, or of his refusal or failure to act, the

Joan J. Behrendt, of said County is hereby appointed to be firm successor to the trust, and of the said like cause had first, successor last 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 to the 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, or recovering his reasonable charges.

Witness the hand and seal of the grantor this 31st day of July A.D. 1986

X *Jose A. Santana* (SEAL)

* *Graciela Santana* (SEAL)

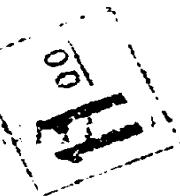
(SEAL)

Trust Deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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



My Commission Expires Sept. 5, 1969

Karen, Clerk

day of July A.D. 19 86

31st

I, the undersigned,
a Notary Public in and for said County, in the State aforesaid, do certify certify that Jose A. Sancana and Graciela
Sancana, his wife, personally known to me to be the same person, whose name is, above, subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that I, the Notary Public, sealed and delivered the said instrument
as aforesaid, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead
as instrument, prepared before me this day in person, and acknowledged that I, the Notary Public, sealed and delivered the said instrument
under my hand and Notarial Seal, this day of July A.D. 19 86.

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State of Illinois
County of Cook
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