

This Indenture, WITNESSETH, That the Grantor J. Jesus Hernandez & Cecilia Hernandez (J)

of the City of Mundelein, County of Lake, and State of Illinois, for and in consideration of the sum of Forty-five thousand six hundred eight & 40/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA 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 120 Elm in the City of Mundelein, County of Lake, and State of Illinois, to-wit: Lots 54, 55, 56 & 57 in Block 2 in Crane's Subdivision in the NW 1/4 of the SW 1/4 of Section 31, Township 44 N., Range 11, East of the Third Principal Meridian, in Lake County, Illinois

PIN# 11-31-308-018, 019, 020 & 021

Handwritten notes: 11-31-308-018 Lot 54, 11-31-308-019 Lot 55, 11-31-308-020 Lot 56, 11-31-308-021 Lot 57

Known as 120 Elm

W.S

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 J. Jesus Hernandez & Cecilia Hernandez (J) justly indebted upon one retail installment contract bearing even date herewith, providing for 180 installments of principal and interest in the amount of \$ 253.38 each until paid in full, payable to

86490619

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) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to 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 loss clause attached, payable 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 incumbrances, 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 discharge or purchase any tax lien or title affecting 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 as 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 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 by express terms; (9) in the event of a breach of any of the aforesaid covenants or agreements, the grantor shall be liable for all expenses and disbursements, including reasonable attorney'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 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 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; (11) The grantor, his 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 Grant E. Reed 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 28th day of September, A. D. 19 86

Handwritten signatures of J. Jesus Hernandez and Cecilia Hernandez with (SEAL) markings.

PREPARED BY: NAME NAN KLUENDBERG ADDRESS 4258 N. CICERO

UNOFFICIAL COPY

Box No. ....

# Trust Book

*Jesus Hernandez & Cecilia Hernandez wife*

GERALD E. SIKORA, Trustee

TO

THIS INSTRUMENT WAS PREPARED BY:

*mid To.*

INSURED FINANCIAL ACCEPTANCE CORP.  
4455 WEST MONTROSE AVENUE  
CHICAGO, ILLINOIS 60641

186034

86490619



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.25  
#3333 TRAN 5803 10/21/86 16:17:00  
#102 # 2 \* 06-470719  
COOK COUNTY RECORDER

86490619

I, Shelly Berkowitz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Jesus Hernandez & Cecilia Hernandez (J) 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 the Y signed, sealed and delivered the said instrument at 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 20 day of October, A. D. 19 86.

Notary Public

State of Illinois }  
County of Cook }  
55.