

UNOFFICIAL COPY

This Indenture WITNESSETH, That the Grantor/s

JOSEPH RAMIREZ and CATHERINE RAMIREZ, his wife

of the City of Arlington Heights County of Cook and State of Illinois

for and in consideration of the sum of FIFTYFOUR THOUSAND AND NO/100 Dollars

in hand paid, CONVEY and WARRANT to BLASE J. VITI AS TRUSTEE

of the City of Highland Park County of Lake 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 in the County of Cook

State of Illinois to-wit: Legal Description:

Lots 1 and 2 in Schoenbeck Subdivision of South 300 feet of the North 923 feet of the East 271.2 feet of the East 1/2 of the Southeast 1/4 of Section 9, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 03-09-401-070 (Lot 1) 03-09-401-011 (Lot 2)

Property address: 3000 N. Schoenbeck Rd., Arlington Heights, IL

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 JOSEPH RAMIREZ and CATHERINE RAMIREZ, HIS WIFE justly indebted upon one principal promissory note bearing even date herewith in the sum of

FIFTYFOUR THOUSAND AND NO/100 Dollars (\$ 54,000.00) payable as follows: \$500.00 on the first day of December, 1986; \$500.00 on the first day of each and every month thereafter until the whole Principal Sum shall have been paid with interest thereon at the rate of nine (9%) per cent per annum payable every month which is included in the Monthly payments based on the whole amount of said Principal Sum remaining from time to time unpaid, both Principal and Interest payable in lawful money of the United States of America, at the residence of the Bearer or such other place as the legal holder hereof may from time to time in writing appoint.

at or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTOR/S covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time that penalty will attach 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 at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenable and in good repair and (7) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in a tenable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys 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.

IN THE EVENT 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 hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder, or any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantor waives all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said County of the grantee, or of his refusal or failure to act, then said County is hereby appointed to be the 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hands and seals of the grantor/s this 5th day of November A. D. 19 86

[SEAL]

Joseph Ramirez

[SEAL]

[SEAL]

Catherine Ramirez

[SEAL]

This Document was prepared by Guy Viti 1715 Lake Avenue, Wilmette, Illinois

86542152

TRUST DEED

Joseph Ramirez and

Catherine Ramirez, his wife

TO BEARER

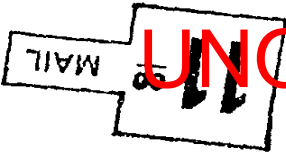
STATE OF

County } SS. No.

This instrument was filed for record in the Recorder's Office of County aforesaid, on the

day of _____ 19____ at _____ o'clock _____ M. and recorded in Book _____ on Page _____

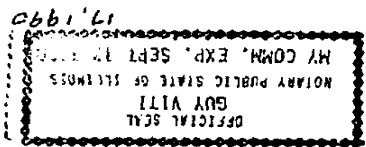
RECORDER



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COOK COUNTY RECORDER



My Commission Expires September 17 1990 GUY VITI, Notary Public

personally known to me to be the same person whose name is 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. GIVEN under my hand and Notarial seal, this 5th day of November A. D. 1986

DO HEREBY CERTIFY, that JOSEPH RAMIREZ and CATHERINE RAMIREZ, his wife in and for, and residing in said County, in the State aforesaid

I, GUY VITI, County of COOK, STATE OF ILLINOIS

-86-542152

Property of Cook County Clerk's Office