

TRUST DEED

This Indenture, WITNESSETH, That the Grantor

Alfredo Garza and Carolina Garza, his wife in joint tenancy

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Four thousand seven hundred eighteen and 52/100 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 apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situate

in the City of Chicago County of Cook and State of Illinois, to-wit:

Lot 16 and 17 (except the South 15 feet thereof) in Block 2 in Horace R. Hughes Subdivision of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3127 South Karlov, Chicago, Illinois.

PERMANENT Tax No.: 16-34-203-047 T P ALL

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.

Alfredo Garza and Carolina Garza, his wife as joint tenants

justly indebted upon and principal promissory note, bearing even date herewith, payable

Windy City EXTERIORS assigned to Lakeview Trust and Savings Bank

payable in 36 successive monthly installments each of \$131.07 due Monthly on the note commencing on the 22nd day of May 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A JUDICIAL MORTGAGE

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.

In the event of failure so 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 affecting said premises or pay any 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.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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 said indebtedness had then matured by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or created in behalf of complainant in connection with the foregoing hereof -- including reasonable solicitors fees, outlays for documentary evidence, stamp duty 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 proceeding wherein the grantee or any holder of any part of said indebtedness 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 added 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 postponed, but a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees, have been paid. The grantor, by said grantor, and for the heirs, executors, administrators and assigns of said grantor, severally and jointly, shall retain 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. Bussay

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 grantor 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 7th day of April A. D. 1984

X Alfredo Garza (SEAL)

X Carolina Garza (SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Doc No. 146

# Trust Agreement

Alfredo & Carolina Garza  
3127 S KARLOV  
Chicago IL 60623

TO

GERALD E. SIKORA Trustee  
3301 N. Ashland Ave.  
Chicago IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Blindy City, Scteriales

4528 W. LAWRENCE AVE.

Chicago IL 60630

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, IL 60657  
312/525-2180



DEPT-01 RECORDING \$11.00  
T#2222 TRAN 0136 04/17/86 14:57:00  
#2591 + B \*-86-150263

Property of Cook County Clerk's Office

MY COMM. EXP. MARCH 27, 1988

Notary Public

*Eva T. Krakowska*

day of April A. D. 1986

I, Eva T. Krakowska  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Alfredo Garza and Carolina Garza  
personally known to me to be the same person B. whose name B. \_\_\_\_\_  
appeared before me this day in person, and acknowledged that C. they signed, sealed and delivered the said instrument  
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
When under my hand and Notarial Seal, this \_\_\_\_\_  
\_\_\_\_\_

State of Illinois }  
County of Cook }  
551

86-150263

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