

This Indenture, WITNESSETH, That the Grantor Roy Garcia and wife Margaret Garcia

as joint tenants

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

for and in consideration of the sum of Seven thousand eight hundred & thirty nine & 35/100 Dollars in hand paid, CONVEY AND WARRANT to DENNIS S. KANARA, 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 13 in Block 1 in South East Gross' Subdivision East 1/2 of Block 6 of Hambleton's Subdivision of the East 1/2 of the Northwest 1/4 of Section 35,

Township 40 North, Range 13, lying east of the 3rd. principal meridian in Cook County, Illinois, Commonly known as 3728 W. Shakespeare.

Permanent Tax No. 13-35-119-037. DVO M

87-175876

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 Roy & Margaret Garcia

justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 247.76 each until paid in full, payable to A & Dee Builders, Inc. assigned to Oak View Trust & Savings Bank.

THIS IS A JUNIOR MORTGAGE

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness and the interest thereon, as herein and hereinafter provided, according to the agreement extending time of payment. 2. To pay prior to the first day of June in each year all taxes and assessments against the premises, and in default to cause to be paid within sixty days after destruction or damage to the premises, to be replaced or repaired, or said premises that may be destroyed or damaged, to be replaced or repaired, or to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss payable attached to the first Trustee in Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force until the indebtedness is fully paid. 3. To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior encumbrances, or the interest thereon when due, the trustee of the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien, or pay the accruing said premises at any and all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately in cash or bank, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured herein.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements of the whole of said indebtedness, including principal and all interest, and all, 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, until the indebtedness is fully paid, or by suit at law, or both, the same as if all of said indebtedness had then and there become due.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred, or to be paid or incurred, in connection with the foreclosing of the said indebtedness, including reasonable attorney fees, outlays for documentary evidence, stamp taxes, charges, cost of recording or recording abstract, and the whole title of said premises, including foreclosure decree, shall be paid by the grantor, and the like expenses and disbursements, incurred by any suit or proceeding to enforce the covenants of any holder of any of said indebtedness, as such, 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 used as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, the said trustee, and all the heirs, executors, administrators and assigns of said grantor, waive all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and to the extent 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 trustee, or of his refusal or failure to act, then

Thomas F. Bussey

of ALICE COLGAN 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 5th day of June A. D. 19 37

X. Roy Garcia SEAL
X. Margaret Garcia SEAL
SEAL
SEAL

UNOFFICIAL COPY

Box No.

Trust Deed

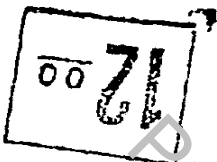
Roy & Margaret Garcia
3728 W. Shakespere
Chicago, Illinois 60647

TO

DENNIS S. KANARA, Trustee
Lake View Bank
3201 N. Ashland Ave.
Chicago, Illinois 60647

THIS INSTRUMENT WAS PREPARED BY:

A & Bae Builders
3037 W. Montrose #5
Chicago, IL 60613
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180



87-475876

NOTARY PUBLIC STATE OF ILLINOIS
RICHARD H. BAKER
MY COMMISSION EXP. APR. 10, 1991

OFFICIAL SEAL
RICHARD H BAKER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 10, 1991

92852428

Notary Public

[Signature]

_____ A. D. 1987

I, Richard H. Baker, Notary Public in and for said County, in the State aforesaid, do hereby certify that Roy & Margaret Garcia personally known to me to be the same persons, whose name are _____, 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 _____ day of _____, 1987.

State of Illinois }
County of Cook }
55