

UNOFFICIAL COPY

87255656

This Indenture, WITNESSETH, That the Grantor Enrique Orejel and Luz M. Orejel, his wife

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Three Thousand Five Hundred Ninety Four and 30/100 Dollars

in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, 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 89 in Block 11 in Hart L. Stewart's Subdivision of the South West 1/4 of Section 1, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. P.R.E.I. #13-01-320-028 Property Address: 4518 S. Sacramento

DEPT-91 RECORDING \$12.00 #1111 TRAN 5824 05/12/87 12:16:00 #3185 #A \*87-255656 COOK COUNTY RECORDER

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 Enrique Orejel and Luz M. Orejel, his wife

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 30 installments of principal and interest in the amount of \$19.81 each until paid in full, payable to

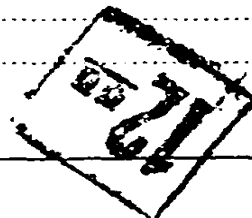
THE GRANTOR covenant and agree as follows: 1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; 2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and 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 when to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in a company to be selected by the grantor 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 gross encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) in the event of failure to so insure, or pay taxes or assessments, or the grantor voluntarily or the interest thereon when due, the Trustee 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 by all gross encumbrances 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 so 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) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises or tracing foreclosure decree - shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding between the grantor or any holder of any part 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 added to 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 dismissed, nor a review administered and except of said grantor; (10) In the event of any such breach of any of the aforesaid covenants or agreements, the grantor, for said grantor, and for the 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 Decree, 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 parties, or of his refusal or failure to act, then Joan J. Behrendt 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 4th day of April A.D. 19 87

Enrique Orejel (SEAL) Luz M. Orejel (SEAL)

Box 99



87255656

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Box No. ....

# Trust Book

TO  
R. D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

My Commission Expires August 2, 1987

Notary Public

*John Bernard Moran*

day of April A. D. 19 87

Given under my hand and Notarial Seal, this 4th

personally known to me to be the same persons, whose name S are  
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

95955228

I, *John Bernard Moran*  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Enrique Orejel and Luz M. Orejel, his wife

State of Illinois }  
County of Cook } 55