

This Indenture, WITNESSETH, That the Grantor **Sixto Hernandez and Marcela Hernandez AKA Marcella C. Hernandez, his wife**

of the **City** of **Waukegan** County of **Lake** and State of **Illinois**
for and in consideration of the sum of **Three Thousand Two Hundred Forty Seven and 92/100** 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 **Waukegan** County of **Lake** and State of **Illinois**, to-wit:
Lot 14 in Belmont Addition, being a Subdivision in the NE 1/4 of
Section 29, Township 45 N., Range 12, East of the Third Principal
Meridian in Lake County, Illinois.
P.R.E. # 08-29-201-021
Property Address: 222 S. Elmwood

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, **Sixto Hernandez and Marcela Hernandez AKA Marcella A. Hernandez, his wife**
justly indebted upon **one** retail installment contract bearing even date herewith, providing for **24**
installments of principal and interest in the amount of \$ **135.33** each until paid in full, payable to

THE GRANTOR covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, hereon 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 on said premises shall not be committed or suffered; 5. To keep all buildings now or at any time on said premises insured in companies acceptable to the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with such clause attached payable first, to the first Trustee of Mortgage, 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 of 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 all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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 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;
It is AGREED by the grantor that all expenses and disbursements paid or incurred in the enforcement of this indenture, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of printing or copying and abstract from the public books of said County, and all costs and charges in and about the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may award the same to the party prevailing in the proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may appoint a receiver to take possession of and charge of said premises with power to collect the rents and profits of the said premises;
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 proceedings whether decree of sale at all have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor fees have been paid. The granting of the said premises and the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and the right to demand any part of the proceeds of any sale of said premises in such proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may appoint a receiver to take possession of and charge of said premises with power to collect the rents and profits of the said premises.

IN THE EVENT of the death, removal or absence from said

Cook

County of the grantor, 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 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 **2nd** day of **June**

A. D. 1987

Sixto Hernandez (SEAL)
Marcela Hernandez (SEAL)
AKA Marcella C. Hernandez (SEAL)
(SEAL)

68626828

87392989

UNOFFICIAL COPY

Box No.

22

Trust Deed

TO
R.D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

87392989

Property of Cook County Clerk's Office

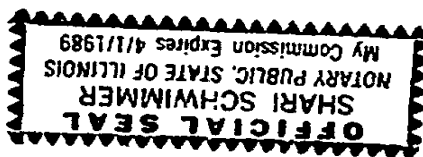
DEPT-01

\$12.00

T#0003 TRAM 3487 07/16/87 12:26:00

#9597 ÷ B * -87-392989

COOK COUNTY RECORDER



I, Shari Schwimmer
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sixto Hernandez and Marcela Hernandez AKA Marcela Hernandez, his wife
are personally known to me to be the same persons, whose names
as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
instrument, appeared before me this day in person, and acknowledged that the Y signed, sealed and delivered the said instrument
day of June A. D. 1987
Shari Schwimmer
Notary Public

State of Illinois
County of Cook
\$5.