

UNOFFICIAL COPY

88404370

This Indenture, WITNESSETH, That the Grantor
..... Pedro Santiago and Leoluca Santiago, his wife,
..... in joint tenancy, 1530 N. Artesian, Chicago, Illinois
of the City of Chicago, County of Cook, and State of Illinois, \$4,100.00
for and in consideration of the sum of Four thousand and 0/100 Dollars
in hand paid, CONVEYS AND WARRANTS to GERALD E. SIKORA

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 42 in Block 2 in Chicago, Section 1, of the Northeast 1/4 of the Northeast 1/4, Section 1, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Pin # 16-11-266-033
Property correctly known As 1530 N. Artesian, Chicago, Illinois.

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 Pedro Santiago and Leoluca Santiago, his wife, justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 141.11 each until paid in full, payable to

Sure Value Construction Assigned To:

INSURED FINANCIAL ACCEPTANCE CORP.
4456 WEST MONROE AVENUE
CHICAGO, ILLINOIS 60641

The Grantor, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said notes provided, or according to any agreement extending time of payment, 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; (2) 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; (3) that waste to said premises shall not be committed or suffered; (4) to keep all buildings now or at any time on said premises insured in companies 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 Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) 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 for 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 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 in addition thereto, the sum of one-half of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum as if all of said indebtedness had then matured by express terms.

It is Agreed by the grantor, that in the event of a sale of said premises, and all amounts paid or incurred in behalf of defendant in connection with the foreclosure thereof, including reasonable solicitors fees, attorney for defendant's expenses, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises, including 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, 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 taxed 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 dismissed, nor a release given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, and grantor, and 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 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 County of the grantee, or of his refusal or failure to act, then

T. Grant E. Reed
of and 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 and 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 August, A. D. 1983

Pedro Santiago (SEAL)
Leoluca Santiago (SEAL)
..... (SEAL)

Box No.

Trust Deed

Pedro Santiago and
Leticia Santiago, his wife

TO

GERALD E. SIKORA, Trustee

ASSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONROE AVENUE
CHICAGO, ILLINOIS, 60611

THIS INSTRUMENT WAS PREPARED BY:

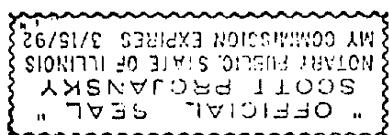
Scott Pogansky
Sure Value Construction
5875 N. Lincoln Ave.
Chicago IL 60645

ATTORNEY TO:

SURE FINANCIAL ACCEPTANCE CORP.
4455 WEST MONROE AVENUE
CHICAGO, ILLINOIS 60611

88464370

COOK COUNTY RECORDER
#1644 # A * - 08-104370
T41111 TRAN 4913 09/06/88 69:28:00
DEPT-01 \$12.25



88464370

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Pedro Santiago and Pedro Santiago, his wife, day of September, A.D. 1988,

do hereby acknowledge before me this day in person, and acknowledge that they, being sued and delivered to the foregoing instrument, freely and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Personally known to me to be the same person whose name is affixed hereto and delivered to the foregoing instrument.

A Notary Public in and for said County, in the State of Illinois, do hereby certify that Pedro Santiago and Pedro Santiago, his wife, day of September, A.D. 1988,

County of Illinois
State of Illinois
} 155.

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