

UNOFFICIAL COPY

11/17/12 2:15

This Indenture, WITNESSETH, that the Grantor **88161226**
Tiburcio Gonzalez and Francisco Gonzalez,
husband and wife, in joint tenancy,
of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of **Three thousand five hundred & 00/100 Dollars**
in hand paid, CONVEYS AND WARRANTS to **GERALD E. SIKORA**
\$3,500.00
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 everything 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:

The North 1/2 of Lot 5 in Block 5 in
Hessbrough and Hess Subdivision of
the East 1/2 of the South West 1/4
of Section 36, Township 40 North
Range 13, East of the Third Principal
Meridian, in Cook County, Illinois **88161226**

P.R.E. 12-36-312-023
Property Cornicello Known As: 1636 N. Richmond, 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 **Tiburcio Gonzalez** and **Francisco Gonzalez**
justly indebted upon **one retail installment contract bearing even date herewith, providing for** **30**
installments of principal and interest in the amount of **\$110.33** **each until paid in full, payable to**

Globe Builders, Inc. Assigned To:

INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

THE GRANTOR ... **covenant** ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, at least and in said notes provided, or according to any agreement concerning time of payment; (2) to pay, prior to the first day of January, all taxes, assessments, demands and charges of any kind, and on demand to satisfy debts due therefrom; (3) within sixty days after destruction, damage, removal, sale or rental, all buildings on and improvements on said premises, that may be so destroyed, damaged, or that may be sold, removed or otherwise shall not be committed or suffered; (4) to keep all buildings now or at any time on and premises insured in companies to be selected by the grantor, 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 Mortgagor or Trustee, 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 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 ... 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 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 interest thereon 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.

All expenses and disbursements paid or incurred in the enforcement of any judgment or decree showing the whole title of said premises, or in foreclosing a 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 an easement, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor ... for said grantor ... and his 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 ... Cook ... County of the grantee, or of his refusal or failure to act, then

T. Grant E. Reed ... 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 charge.

Witness the hand ... and seal ... of the grantor **S. this 30th day of August, A.D. 19** **88**

X Tiburcio Gonzalez (SEAL)
X Francisco Gonzalez (SEAL)
..... (SEAL)
..... (SEAL)

UNOFFICIAL COPY

Trust Deed

Box No.

T. Juncio Gonzalez and
Francesca Gonzalez

TO

GERALD E. SIKORA, Trustee
INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

Chester Pietrasewicz
Globe Builders, Inc.
3150 N. Montrose
Chicago, Ill. 60641

INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641



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DEPT-01 RECORDING 49173-B 1096 10/07/88 14:05:00
T#2222 TRAN 49173-B *-88-46-226

"OFFICIAL SEAL"
Cook County Clerk
County of Cook, Illinois
A.D. 1988

Drawn under my hand and Notarized Seal, this 30th day of August A.D. 1988.

I, Chester Juncio Gonzalez, do hereby declare that I am the sole subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing instrument.

I, Chester Juncio Gonzalez, do hereby declare that I am the sole subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing instrument.

County of Cook
State of Illinois
} 55.
I, Chester Juncio Gonzalez,