

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor Secondino Currea Jr.

88164228

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of One hundred and nine thousand one hundred and ninety Dollars in hand paid, CONVEY. AND WARRANT to GERALD E. SIKORA 18,990⁰⁰

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 79 IN BICKERDIES SUBDIVISION OF THE
NORTH END OF BLOCK 21 IN THE CANAL TRUSTEE'S
SUBDIVISION IN THE WEST END OF SECTION 5,
TOWNSHIP 39 NORTH, RANGE 14 EAST, OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Pin # 17-05-314-029
Property commonly known as: 1509 W. Augusta Blvd., 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 Secondino Currea Jr. is

justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of 313.47 each until paid in full, payable to

First Family Builders Assigned To:

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

88164228

This Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, according and in said notes provided, or according to any agreement extending time of payment; (2) in pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipt 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 wants to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be 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 Mortgagor 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 to incur, or pay taxes or assessments, or the prior holders of the title to said premises or the interest therein when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or disbursements or purchase any tax, rent or title affecting said premises or pay all prior incumbrances and the interest therein from the time of payment, or before payment, and the same shall be recoverable by the grantee or the holder of said indebtedness, or by such 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 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 behalf of complainant in connection with the foreclosure, aforesaid, 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, 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 discharged, nor a release thereof 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 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 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, manage 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

Grant E. Hood, 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 31st day of August A.D. 1938

Secondino Currea Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

Box No.

Trust Deed*Secondino Cane, Jr.*

TO

GERALD E. SIKORA, TRUSTEE

INSURED FINANCIAL ACCEPTANCE CORP.

4455 WEST MONTRÉOSE AVENUE

CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

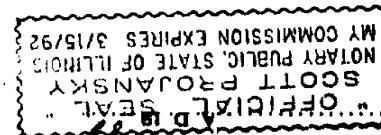
Scott Rojansky

First Family Builders
3815 N. Lincoln Ave.
Chicago Ill. 60659

MAIL TO:

INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONTRÉOSE AVENUE
CHICAGO, ILLINOIS 6064188461228
02250198

DEFT-01 RECORDING 10/07/88 14:06:00
 412.25 39175-B *-88-464228
 COOK COUNTY RECORDER



I, personally known to me to be the same person, whose name is *51*, do hereby declare and acknowledge before me this day in person, and acknowledge that the aforesigned, sealed and delivered this and instrument, prepared before me this day in person, and acknowledged that the aforesigned, sealed and delivered this and instrument, aforesigned, sealed and delivered this and instrument, as aforesigned, sealed and delivered to the foregoing

I, the undersigned, do hereby declare and acknowledge before me this day in person, and acknowledged that the aforesigned, sealed and delivered this and instrument, as aforesigned, sealed and delivered to the foregoing

County of Cook
State of Illinois
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186034