

This Indenture, WITNESSETH, That the Grantors, Jesus Lopez and Maria Lopez, his wife an Und. 50% Int. (J), and Abraham Lopez and Isabel Lopez, his wife an Und. 50% Int. (J)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Four Thousand Three Hundred fifty and 00/100 Dollars in hand paid, CONVEY AND WARRANTS to JAMES V. CARBONE \$4,350.00

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 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 15 in Charles S. Kerro's Resubdivision of Block 3 in Grant and Keeney's Addition to Pennock, Being a Subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 2216 North Avers, Chicago Cook County

Permanent Index Number: 13-35-109-035

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 Grantors Jesus Lopez and Maria Lopez and Abraham Lopez and Isabel Lopez justly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$152.88 each until paid in full, payable to

Windy City Exteriors, Inc. Assigned To:

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

88578202

The Grantors 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, 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 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 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 prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable, 7 In the event of failure to insure, or pay taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid the grantor agree to repay immediately without demand and the same with interest thereon from the date of payment at seven percent 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 percent 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 in express terms, 9 It is Agreed by the grantor that all expenses and disbursements paid or incurred in legal proceedings in connection with the foreclosing hereon - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing abstracts showing the whole title of said premises, and including foreclosing decree - shall be paid by the grantor and the like expenses and disbursements, occasioned to any suit or proceeding wherein 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 paid 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 be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors 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 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

John A. Laskey 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 18th day of October A. D. 19 88

Jesus Lopez (SEAL) Maria Lopez (SEAL) Abraham Lopez (SEAL) Isabel Lopez (SEAL)

REL Title Services # R12-388

UNOFFICIAL COPY

Box No.

Trust Deed

Jesus and Maria Lopez and
Abraham and Isabel Lopez

TO

JAMES V. CARBONE, Trustee

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

THIS INSTRUMENT WAS PREPARED BY:

Carolyn Peterson

Windy City Exteriors, Inc.

4530 W. Lawrence Ave.

Chicago IL 60630

MDL TD:

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

186034

88578202

88578202

Property of Cook County Clerk's Office

DEPT-91 512 25
TR1111 TRAV 7000 10/15/88 10 08 00
2 * 115-1578202
COOK COUNTY RECORDER

"OFFICIAL SEAL"
CAROLYN PETERSON
Notary Public, State of Illinois
My Commission Expires 5/13/91

I, *Carolyn Peterson*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Jesus Lopez and Maria Lopez*
and *Abraham Lopez and Isabel Lopez*
personally known to me to be the same person *S* whose name *S* are
subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that *S* he *Y*, signed, sealed and delivered the said instrument
as *S* their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this *18th*
day of *October*, A. D. 19 *88*
Carolyn Peterson
Notary Public

State of Illinois
County of Cook

55