

TRUST DEED

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor S. . . . FILBERTO M. TORRES AND

LOUISE I. TORRES, HIS WIFE

of the City of Chicago County of Cook and State of Illinois
 for and in consideration of the sum of Five thousand and no/100 Dollars in hand paid, CONVEY AND WARRANT to JOHN YOUNG, 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 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:
 Lot 53 in Block 31 in Sheffields Addition to Chicago, a Subdivision of the West 1/2 of the North East 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
 Prop. address: 2028 N. Honore, Chicago, Illinois
 P.I.N.: 14-31-215-031 ACO M

Hereby releasing and waiving all rights or demand 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 FILBERTO M. TORRES AND LOUISE I. TORRES, HIS WIFE
 justly indebted upon THEIR one principal promissory note, bearing even date herewith, payable
 TO NORTHWEST NATIONAL BANK OF CHICAGO,
 payable in 60 successive monthly installments each of \$113.76 due
 on the note commencing on the 27th day of Jan. 19 88, and on the same date of
 each month thereafter, until paid, with interest after maturity at the highest
 lawful rate.

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The Grantor covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said note 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 on 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 and premises in a condition to be selected by the grantor herein, who is hereby authorized to enter on the same at any time and make such repairs, alterations or renewals as may be necessary; (6) to pay to the first Trustee of Mortgagors, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors of Trustees until the indebtedness is fully paid; (7) to pay all prior encumbrances, 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 encumbrances, 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 all prior encumbrances 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 above-mentioned covenants or agreements the whole of said indebtedness, including principal and unearned 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 hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 item upon said premises, and shall be added as costs and included in any bill of sale rendered in such foreclosure proceeding, which bill of sale, when rendered, shall be entered of record, and all be bound to the grantee, nor a receiver hereof, or trustee, under all such expenses and disbursements, and the costs of suit, including solicitor fees, have been paid. The grantor for said grantee and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, and premises pending suit, foreclosure proceedings, and agreed 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 and 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
Ronald Wood

Cook

County of the grantee, or of his refusal or failure to act, then

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 22nd day of December A. D. 19 87

Filiberto M. Torres
** Louise J. Torres*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Unstamped

FILIBERTO M. TORRES AND.....

LOUISE I. TORRES, HIS WIFE.....

TO

JOHN YOUNG, Trustee

THIS INSTRUMENT WAS PREPARED BY:

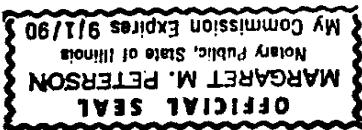
ROBERT E. NOWICKI

NORTHWEST NATIONAL BANK OF CHICAGO
3095 MILWAUKEE AVE. CHICAGO IL 60641
312 777-7700

COOK COUNTY RECORDER
MB87 # A * 8-B - 000-1154
TUESDAY JAN 1961 9:16:16/68/88
BEP-01 RECORDING

86006150

Property of Cook County Clerk's Office



Notary Public

I,....., the undersigned,
a Notary Public in and for said County, in the State of Illinois, do hereby certify that..... FILIBERTO M. TORRES AND.....
LOUISE I. TORRES, HIS WIFE.....
personally known to me to be the same persons whose name is..... are.....
intervening, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument
as a free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
I further under my hand and Notarial Seal, this..... 22nd.....
day of December..... A.D. 19..... 87

State of Illinois
County of Cook
} 55.