

UNOFFICIAL COPY

This instrument was prepared by Charlene Lavelle, 4900 East North Avenue Chicago TRUST DEED NO. 101 88016493 32-42142 CK

This Indenture, WITNESSETH, That the Grantor Gonzalo Valdez and Carmen Valdez, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nine thousand five hundred forty-one and 44/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, 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 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 17 in Robert J. Branner's subdivision of Block 9 of Goodwin Balesier and Phillip's subdivision of the West 1/2 of the Southwest 1/4 of Section 26, Town 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, P.R.E.I.#16-26-319-038 = MCO

Property address: 2838 S. Hanlin

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, Gonzalo Valdez and Carmen Valdez, 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 \$ 265.04 each until paid in full, payable to Weatherproof Unlimited Corp. and assigned to Pioneer Bank & Trust Company

88016493

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment. 2. To pay same by the first day of June in each year, all taxes and assessments against said premises, and on demand to without receipt thereof. 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 on said premises shall not be committed or suffered. 5. To keep all buildings here or at any time on said premises insured in companies to be named by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the clause attached, payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid. 6. To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable. 7. In the Event of failure to so insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or lien affecting said premises to pay all the 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 hereon. 8. In the Event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest accrued 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 in express terms. 9. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of said indebtedness in connection with the foreclosure thereof - including real estate salesperson fees, outlays for documentary evidence, photographer's charges, cost of preparing or completing abstract showing the whole title of said premises, including foreclosing decree - shall be paid by the grantor. And the late expenses and disbursements incurred by any suit or proceeding against 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed, but a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The grantor, his said grantor, and his heirs, executors, administrators and assigns of said grantor, waive all right to the possession of said 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 in 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 grantor, or of his refusal to fulfill or act, then

Joan G. Behrendt 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 the reasonable charges.

Witness the hand and seal of the grantor this 5th day of October, A. D. 19 88

Gonzalo Valdez SEAL
Carmen Valdez SEAL
SEAL
SEAL

UNOFFICIAL COPY

Box No. .... 22

Trust Deed

TO

R. D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639



88-016493

Property of Cook County Clerk's Office

DEPT-01 \$12.00  
T#3333 TRAN 6211 01/12/88 12:10:06  
#4274 C \*-88-016493  
COOK COUNTY RECORDER

I, the undersigned \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Gonzalo Valdez and Carmen Valdez,**  
his wife  
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 **the X** signed, sealed and delivered the said instrument  
as **their** free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead  
\_\_\_\_\_ 8th \_\_\_\_\_  
\_\_\_\_\_ A. D. 19 88  
\_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ October \_\_\_\_\_  
\_\_\_\_\_ under my hand and Notarial Seal, this \_\_\_\_\_  
\_\_\_\_\_ Notary Public  
\_\_\_\_\_ by \_\_\_\_\_  
88-016493

State of Illinois }  
County of Cook }  
55.