

This Indenture, WITNESSETH, That the Grantor DANIEL ZARAGOZA & GUADALUPE RESENDES, HIS WIFE

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS for and in consideration of the sum of FOUR THOUSAND EIGHT HUNDRED AND FIFTY AND NO/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA

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: THE EAST 4 FEET OF LOT 168 AND THE WEST 1/2 OF LOT 169 IN THE SUBDIVISION THE NORTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL.

PERMANENT TAX ID NUMBER: 13-35-210-017 COMMONLY KNOWN AS: 3528 W. LYNDALE, CHICAGO, ILL. COOK COUNTY

88336051

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 DANIEL ZARAGOZA & GUADALUPE RESENDES, HIS WIFE

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 116.05 each until paid in full, payable to

FIRST FAMILY BUILDERS ASSIGNED TO: INSURED FINANCIAL ACCEPTANCE CORP. 4455 W. Montrose Chicago, IL 60641

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 prior to the first day of June in each year, all taxes and assessments...

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances 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 any prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand, and the same with interest 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 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.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said - 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 foreclosures decrees - 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 deemed, 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 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 and 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. Reed

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 10 day of JUNE, A. D. 1988

Daniel Zaragoza (SEAL)
F/R/G Guadalupe Resendes (SEAL)
M/R/A Guadalupe Zaragoza (SEAL)

UNOFFICIAL COPY

Box No.

Trust Agreement

DANIEL ZARAGOZA & GUADALUPE

RESENDEZ, HIS WIFE

TO

GERALD E. SIKORA, Trustee

INSURED FINANCIAL ACCEPTANCE CORP.

4455 W. Montrose

Chicago, IL 60641

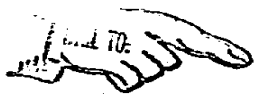
THIS INSTRUMENT WAS PREPARED BY:

TAD M. JOHNSON

INSURED FINANCIAL ACCEPTANCE CORP.

4455 W. Montrose

Chicago, IL 60641



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DEPT-81 RECORDING \$12.25
T#2222 TRAN 1983 07/28/88 09:10:00
#7981 # B *--88-336051
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

OFFICIAL
SCOTT PROJANSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/15/92

15003388

I, SCOTT PROJANSKI, a Notary Public in and for said County, in the State aforesaid, do hereby Certify that DANIEL ZARAGOZA & GUADALUPE RESENDEZ, HIS WIFE, personally known to me to be the same person whose name appears subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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. Given under my hand and Notarial Seal, this 10TH day of JUNE, A. D. 1988.

Scott Projanski

Notary Public

State of Illinois }
County of Cook }
55.