

This Indenture, WITNESSETH, That the Grantors *Erasmus + Irene Pesina, Maria Pesina* his wife, in joint tenancy

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Eight thousand and Eight Hundred Dollars in hand paid, CONVEYS AND WARRANTS to JAMES V. CARBONE \$ 8,800.00

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 37 in block 4 in E. Simon's subdivision of the south East 1/4 of section 35 Township 42 North Range 13 east of the third Principal Meridian, in Cook County, Illinois.

Pin # 13-35-402-042 Property Commonly Known As: 3410 W. Cortland, Chicago IL

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 Erasmus + Irene Pesina justly indebted upon one retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 153.94 each until paid in full, payable to First Family Builders Assigned To:

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

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THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises... (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... (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 so insure, or pay 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 thereon from the date of payment at seven per cent, 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 earned 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... (9) 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 solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises or pending 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 annulled, 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 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 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 on this 18th day of January A. D. 1989

Erasmus Pesina (SEAL) Maria Irene Pesina (SEAL)

R2-411 Not This Services #

Box No.

Trust Book

*Erasmio Pesina and
Maria Irene Pesina*

TO

JAMES V. CARBONE, Trustee

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

THIS INSTRUMENT WAS PREPARED BY:

Scott Proiansky

*First Family Builders
5875 N. Lincoln Ave.
Chicago IL 60659*

MAIL TO:

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

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Property of Cook County Clerk's Office

DEPT-01
#11111 TRAM 4043 02/14/89 09:29:00
#7278 # 5 * 0 7 0 1 4 3
COOK COUNTY RECORDER



Scott Proiansky

Notary Public

Given under my hand and Notarial Seal, this A. D. 1989

personally known to me to be the same person 5 whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, Erasmio Pesina and Maria Irene Pesina, his wife, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of Illinois }
County of Cook }
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