

This Indenture, WITNESSETH, That the Grantors, Nicanor Brito and Lucina Brito, his wife (J)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Three thousand and 0/100 Dollars

in hand paid, CONVEYS AND WARRANTS to JAMES V. CARBONE 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 4 in Ezra Vorris Resubdivision of Lots 26 to 37, both inclusive, in Lehner's Resubdivision of Lots 1 to 25 and Lots 31 to 50 all inclusive, in Lehner's Subdivision of the North 1/2 of the South 1/2 of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 2516 West Cortez, Chicago, Illinois

Permanent index number: 16-01-410-026

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 Nicanor Brito and Lucina Brito

justly indebted upon one real estate mortgage contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 97.57 each until paid in full, payable to

Windy City Exteriors, Inc. Assigned To:

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

REI Title Services # R21648

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The Grantors covenant and agree as follows: 1 To pay said indebtedness and the interest thereon as here 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 to 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 on said premises shall not be committed or suffered 5 To keep all buildings now or at any time on said premises insured in compliance with the grantee herein who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness with one cause attached payable first to the first Trustee or Mortgagee and second to the Trustee herein as their interests may appear which policies shall be set off 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

In the Event of failure to insure or pay taxes or assessments or the principal or 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 in time effecting said premises to be a first lien thereon 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 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 to time at such rate as hereinafter provided 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 the grantee or the holder of said indebtedness including reasonable attorney fees, outlays for documentary evidence, stamp duty charges, cost of procuring or competing for a decree showing the whole title of said premises including first mortgage decree shall be paid by the grantor and the like expenses and disbursements incurred in any suit or proceeding to enforce the grantee or the holder of said indebtedness as such may be a party, shall also be paid by the grantor All such expenses and disbursements shall in addition be upon said premises and all taxes and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale or otherwise, shall be entered in full and shall be the responsibility of the grantor until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid The grantor, the said grantee and the holder, executor, 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

John A. Laskey

of said County who herein 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, or receiving the reasonable charges

Witness the hand and seal of the grantor this 28th day of January A D 1989

Nicanor Brito Lucina Brito

SEAL SEAL SEAL SEAL

UNOFFICIAL COPY

Box No.

Trust Deed

Nicanor Brito and

Lucina Brito

TO

JAMES V. CARBONE, Trustees

INSURED FINANCIAL ACCEPTANCE CORP.

4455 WEST MONTROSE AVENUE
CHICAGO, ILLINOIS 60641

THIS INSTRUMENT WAS PREPARED BY:

Tillie Cohen

Windy City Exteriors, Inc.

4520 W. Lawrence Ave.

Chicago IL 60630

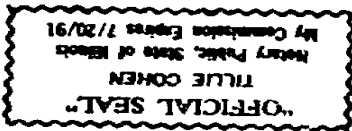
MAIL TO:

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

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Property of Cook County Clerk's Office

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State of Illinois }
County of Cook }

I, *Tillie Cohen*

a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Nicanor Brito and*

Lucina Brito

personally known to me to be the same person whose name *are*

instrument, appeared before me this day in person, and acknowledged that *he* signed, sealed and delivered the said instrument

as *the* 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 *28th*

day of *January*, A. D. 1989.

Tillie Cohen

Notary Public

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