

UNOFFICIAL COPY

89234786

This Indenture, WITNESSETH, That the Grantors, Wilfredo & Delia Romero,
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 Fifteen thousand and eight hundred Dollars
in hand paid, CONVEYS AND WARRANTS to JAMES V. CARBONE \$15,800.00

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 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, so-wit-

Lot 36 in Osgood and Hart's subdivision of the
East Half of the south east Quarter of the south
east Quarter of the south west Quarter of section 1
Township 39, North Range 13 east of the Third
Principal Meridian, in Cook County, Illinois

Plot # 16-01-326-037
Property Known As: 844 N. California, 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, Wilfredo & Delia Romero
justly indebted upon their one retail installment contract bearing even date herewith, providing for 120
installments of principal and interest in the amount of \$ 276.41 each until paid in full, payable to

First Family Builders, Inc.

Assigned To:

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

89234786

RE Title Services #
R5-735

The Grantors, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as accrued and in said notes provided, or according to any agreement extending time of payment; (2) to pay now, to the first day of June in each year, all taxes and assessments against said premises, and on demand to make ready receipts therefor; (3) within sixty days after destruction or damage to rebuild 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 said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the First Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear; such policies shall be left and remain with the said Mortgagor 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;

In the Event of failure so to secure, or pay, any such assessments, or the prior encumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, pay such assessments, or discharge or purchase any tax, lien or title affecting and pertaining to any all prior encumbrances and the interest thereon from time to time, and if money so paid, the grantor, agrees, to repay immediately without demand, and the same with interest, to the person so paid the date of payment of the same per annum, shall be no such additional indebtedness incurred 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 of such breach, at seven percent 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 claimants in connection with the foreclosed Deed—including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or extracting 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 the same 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 debt upon said indebtedness, which shall not be affected or reduced in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree or sale shall have been entered or not, shall not be affected or reduced in any decree given, until all such expenses and disbursements, and the costs of suit, including, solicitors fees, and other expenses, and the like, shall have been paid. The grantor, and his heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and remove from, said premises pending a sub-foreclosure proceeding, and agree, that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may issue and without notice to the said grantor, or to his 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 County of the grantee, or his refusal to execute to act, then

John A. Laskey

said County is hereby appointed to be first successor to 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 to 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 to receiving his reasonable charges.

Witness the hand and seal of the grantor this 2nd day of March A.D. 1989

X Wilfredo Romero

X Delia R. Romero

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Box No.

Will Open

Wilfred Romeo and
Della Romeo

TO

JAMES V. CARBONE, Trustee
INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONROSE AVENUE
CHICAGO, ILLINOIS 60611

THIS INSTRUMENT WAS PREPARED BY:

Scott Mlynarsky
First Family Building Inc.
5075 N. Lincoln Ave.
Chicago IL 60659

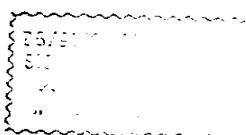
Mall TO:

INSURED FINANCIAL ACCEPTANCE CORP.
4455 WEST MONROSE AVENUE
CHICAGO, ILLINOIS 60611

-39-234786

982,422,68

COOK COUNTY RECORDER
48447 + C * -39-234786
14333 TRAN 0497 05/24/89 09:49:08
DEPT-01 612.25



I, the undersigned,
Personally known to me to be the same person as whose name is Wilfred Romeo and Della Romeo,
do hereby declare, in the State of Illinois, that I am of sound mind and under no duress or undue influence,
and do hereby make my last will and testament, in writing, as follows:
I, the undersigned, do hereby declare, in the State of Illinois, that I am of sound mind and under no duress or undue influence,
and do hereby make my last will and testament, in writing, as follows:

I, the undersigned, do hereby declare, in the State of Illinois, that I am of sound mind and under no duress or undue influence,
and do hereby make my last will and testament, in writing, as follows:

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and do hereby make my last will and testament, in writing, as follows:

State of Illinois County of Cook }
} 55.

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