

This Indenture, Witnesseth, that JOHNNY CRUZ AND CARMEN CRUZ, HIS WIFE

of the CITY OF CHICAGO in the County of COOK and State of ILLINOIS
for and in consideration of the sum of "TWELVE THOUSAND TWO HUNDRED SEVENTY EIGHT & 40/100 Dollars
in hand paid, CONVEY and WARRANT to CAPITOL BANK & TRUST
4801 WEST FULLERTON AVE., CHGO., IL, 60639 of the CITY OF CHICAGO County
of COOK and State of ILLINOIS the following described real estate, to-wit:

LOT 319 IN KOSINER AND ZANDER'S SECTION LINE ADDITION IN
"THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF
SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
ADDRESS LOCATED @ 2932 N. KEATING, CHGO., IL. 60641

RIN #13-27-115-028

DEPT-01-RECORDING 913.00
708888-TRAN-2886-10/11/90 11:59:00
43452 # H # -90-497564
90497564
COOK COUNTY RECORDER

situated in the CITY of CHICAGO County of COOK and State of ILLINOIS

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS
and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained;
in trust nevertheless, for the following purposes:

Where, The said JOHNNY CRUZ AND CARMEN CRUZ, HIS WIFE Grantor
herein ARE justly indebted upon THEIR Promissory Note, bearing even date herewith, payable to the order of

CAPITOL BANK & TRUST, 4801 WEST FULLERTON AVENUE, CHICAGO, IL. 60639
IN THE AMOUNT OF \$12,278.40 @ 3.5% SIMPLE INTEREST WITH 59 MONTHLY
PAYMENTS OF \$204.64 COMMENCING ON OCTOBER 15, 1990 AND A FINAL PAYMENT
OF \$204.64 ON SEPTEMBER 15, 1995.

Now, If default be made in the payment of the said THEIR Promissory Note, or of any part thereof, or the interest thereon,
or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of lease or assess-
ments on said premises, or of a breach of any of the covenants or agreements herein contained, then in each case the whole of said principal,
sum and interest, secured by the said THEIR Promissory Note, shall thereupon, at the option of the legal holder or holders
thereof, become immediately due and payable, and on the application of the legal holder of said Promissory Note, either of them, it shall
be lawful for the said grantor, or his successor in trust, to either enter into and upon and take possession of the premises hereby granted, or any part
thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file a writ of habere facias in any court
having jurisdiction thereof against the said party of the first part, THEIR heirs, executors, administrators and assigns, to obtain a
decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part,
as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of
advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed
to execute this trust, and REASONABLE Dollars attorney's and solicitor's fees, and also all other expenses of
this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum,
then to pay the principal of said note, whatever due and payable by the terms thereof or the option of the legal holder thereof, and all interest
due thereon, rendering the overplus, if any, unto the said party of the first part, THEIR legal representatives or assigns, on
reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this
Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK & TRUST in any
suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same
toward the payment of the expenses and costs in such proceedings, and any remainder upon said indebtedness; and that said Receiver shall have
the full power of receiver, and such other power in the premises as to said Court shall seem proper.

And said first party hereby agrees, that they will, in due season, pay all taxes and assessments on said premises, and will keep all
buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for
an amount not exceeding the amount of said indebtedness, so said second party, or the holder of said note, may from time to time direct,
and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid,
And in case of the refusal or neglect of said party of the first part thus to insure, or to pay taxes or assessments, or to pay such taxes, and all
moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured by be paid
by this Trust Deed.

When The said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantor or his successor or legal
representative shall re-convey all of said premises remaining unsold to the said grantor or THEIR heirs or assigns, upon receiving
his reasonable charges therefor. In case of the death, resignation, removal by said COOK County, or other inability
to act of said grantor then CAPITOL BANK & TRUST

is hereby appointed and made successor in trust herein, with like power and authority, as is hereby
vested in said grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor or the holder
or holders of said note in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a
holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises
and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 10th day of SEPTEMBER, A.D. 90

13.00

JOHNNY CRUZ (REAL)
CARMEN CRUZ (REAL)
90497564

UNOFFICIAL COPY

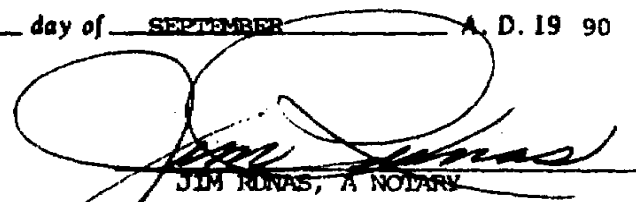
State of ILLINOIS } ss.

County of COOK } JIM RUNAS

_____ in and for said County, in the State aforesaid, Do Hereby Certify, That JOHNNY CRUZ & CARMEN CRUZ, HIS WIFE, 2932 NORTH KEATING, CHICAGO, IL, 60641

personally known to me to be the same persons 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 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 NOTARY seal, this 10TH day of SEPTEMBER A. D. 19 90


JIM RUNAS, A NOTARY

OFFICIAL SEAL
JIM RUNAS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 8, 1992

Property of Cook County Clerk's Office

9065756A

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

JOHNNY CRUZ
& CARMEN CRUZ

2932 NORTH KEATING
CHICAGO, ILLINOIS 60641
TO

CAPITOL BANK & TRUST
4801 WEST FULLERTON AVE.
CHICAGO, ILLINOIS 60639

PREPARED BY: H. SMITH

MAIL TO:

CAPITOL BANK AND TRUST
4801 W. FULLERTON AVENUE
CHICAGO, ILLINOIS 60639