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This Indenture WITNESSETH, That the Grantor **JOSEPH F. KUDRA and BETZAIDA KUDRA,** his wife, a/k/a **BETZAIDA DIAZ-KUDRA,**

of the Village of **South Chicago** of the **Heights** County of **Cook** and State of **Illinois**

90094556

for and in consideration of the sum of **FIFTY-TWO THOUSAND SIX HUNDRED THREE and 18/100** Dollars (**\$52,603.18**) in hand paid, CONVEY and WARRANT to **GENERAL MILLWORK COMPANY**

of the City of **Chgo.Hts.** County of **Cook** and State of **Illinois** 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 County of **Cook**

State of **Illinois** to-wit: **Lot 14 in Block 1 of Sauk Trail Development Subdivision, a subdivision of Lot 3 of Circuit Court Partition of the Northeast 1/4 of Section 32, and the West 1/2 of the Northwest 1/4 of Section 33, (except the Chicago and Eastern Illinois Railroad Company right of way, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

PIN: 32-32-227-014

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of **ILLINOIS** nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantor **JOSEPH F. KUDRA and BETZAIDA KUDRA, his wife** justly indebted upon their principal promissory note bearing even date herewith in the sum of **FIFTY-TWO THOUSAND SIX HUNDRED THREE AND 18/100-----** \$ **52,603.18**

in installments as follows: **\$500.00** or more, on the 1st day of **May**, 1989 and **\$500.00** or more on the 1st day of each and every month thereafter until paid in full, including interest at the rate of **9%** per annum.

at **2103 Wentworth Avenue, Chicago Heights, Illinois 60411** or such other place as the legal holder hereof may from time to time in writing appoint

THE GRANTOR **S** covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time that penalty will attach in each year, all taxes and assessments against said premises, and on 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 to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policies so obtained as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property rentable and in good repair, and (7) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good repair, or to prevent mechanics or other liens attaching to said premises the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in a tenable condition, or discharge or purchase any tax lien or title affecting said premises, and all moneys so paid the grantor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at **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 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 **per cent** per annum shall be recoverable by foreclosure hereof, or by suit at law or both the same as if all of said indebtedness had then matured by expiration.

IT IS AGREED that all expenses and disbursements paid or incurred in this foreclosure proceeding, including reasonable solicitor's fees, outlays for documentary stamps, recording charges, and other charges, shall be paid by the grantor, and that the lien, expenses and disbursements occasioned by any suit or proceeding to enforce the terms of this indenture, or any part of said indebtedness, as such may be a party, shall also be paid by the grantor. That 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed nor a release hereof given until all such fees, expenses and disbursements, and the costs of said enforcing solicitor's fees, have been paid. The grantor waives all right to the possession of and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Trust Deed a Receiver shall upon motion of Solicitor for complainant without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income, and the same less receiver's expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon or, if not in either manner so applied, the court appointing the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money, or to insure into the validity of any taxes, assessments, tax sales, tax titles, mechanics or other liens of titles, or the necessity for repairs, in advancing money as heretofore provided.

IN THE EVENT of the death, inability, removal or absence from said **Cook** County of the grantor or of his refusal or failure to act, then **Stanley A. Wilczynski, Jr.**, of said County is hereby appointed to be the 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hands and seals of the grantor **sibs** 1st day of **May** A D 19 **89**

Joseph F. Kudra [SEAL] *Betzaida Kudra* [SEAL]

PREPARED BY: **Stanley A. Wilczynski, Jr.**, 1515 Halsted St., Chicago Heights, Illinois 60411

MAIL TO BOX 445

90094556

UNOFFICIAL COPY

TRUST DEED

No.

TO

DATE OF

County } SS. No.

This instrument was filed for record in the Recorder's Office of Cook County aforesaid, on the 19th day of May and recorded in Book on Page

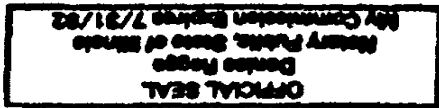
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\$13.00

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My Commission Expires

19

Denise Rogge

personally known to me to be the same person whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, seal 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 1st day of May 1989

DO HEREBY CERTIFY that JOSEPH F. KUDRA and BETZAJDA KUDRA, his wife, a/k/a BETZAJDA DIAZ-KUDRA

in and for, and residing in said County, in the State aforesaid

STATE OF ILLINOIS }
Cook County of }
Denise Rogge

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