

This Indenture, WITNESSETH, That the Grantor DANIEL KAPRALIS DOROTHY KAPRALIS

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of TWO THOUSAND and no/100 (\$2,000.00) Dollars

in hand paid, CONVEY AND WARRANT to LEONARD J. LIZAK Trustee 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 THIRTY TWO (32) AND THE NORTH HALF (N1/2) OF LOT THIRTY ONE (31) IN BLOCK 2 IN HARRIET FARLIN'S SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTYFIVE (25) TOWNSHIP FORTY (40) NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 2637 N. California Pin # 13-25-40-006

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 Grantor's DANIEL KAPRALIS DOROTHY KAPRALIS

justly indebted upon one retail installment contract bearing even date herewith, providing for 18 installments of principal and interest in the amount of \$ 125.50 each until paid in full, payable to

LEONARD J. LIZAK 3650 W. Diversey Chicago, Illinois 60647 312 384 0600

THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness and the interest thereon herein 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 in demand to exhibit receipts therefor, 3. Within sixty days after destruction or damage to rebuild or restore all building 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, which policies shall be kept 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 prior incumbrances, or the interest thereon, when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, 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 seven per cent, per annum, shall be so much additional indebtedness secured hereby.

IN WITNESS of a breach of any of the abovesaid covenants or agreements the whole of said indebtedness including principal and 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 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. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant or connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of printing or compiling abstract showing the whole title of said premises, including foreclosure decrees shall be paid by the grantor and the like expenses and disbursements, as incurred by any suit or proceeding wherein the grantor 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, and shall be taxed as costs and included 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 dismissed, 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 by the heirs, executors, administrators and assigns of said grantor waives all right to the possession of and income from said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed may at once and with out 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.

Witness the hand and seal of the grantor this 30th day of January A. D. 1992. Lorraine Lizak of said County is hereby appointed the first successor in this trust, and if for any live cause said first successor fail or refuse to act, then the holder of the note is hereby empowered to appoint a new successor in trust through the intervention of the court. And when all the abovesaid covenants and agreements are performed, the grantor 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 this 30th day of January A. D. 1992.

+ Daniel Kapralis (SEAL) Dorothy Kapralis (SEAL) (SEAL) (SEAL)

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UNOFFICIAL COPY

Box No.

Trust Deed

TO

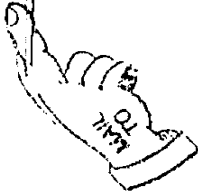
LEONARD J. LIZAK, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Lorraine Lizak

Send to:

LEONARD J. LIZAK
3650 W. Diversey
Chicago, Illinois 60647
312 384 0600



Property of Cook County Clerk's Office

"OFFICIAL SEAL"
Leonard J. Lizak
Notary Public, State of Illinois
My Commission Expires 7/22/95

Notary Public

Leonard J. Lizak

day of A. D. 1992

I, Leonard J. Lizak, Notary Public in and for said County, in the State aforesaid, do hereby certify that DANIEL KARRALIS, personally known to me to be the same person whose name is 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.

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Dorothy Karralis

LEONARD J. LIZAK

State of Illinois
County of Cook

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