

94434480

This Indenture, WITNESSETH, That the Grantor

Alberto Lazaro & Elvira Lazaro AND MARIA N. Lazaro And Sandra Lazaro

of the City of Cicero, County of Cook, and State of Illinois

for and in consideration of the sum of Four Thousand and 9/100 Dollars

in hand paid, CONVEY AND WARRANT to William Schumann

of the City of Cicero, 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 Cicero, County of Cook, and State of Illinois, to-wit:

LOT 15 IN BLOCK 2 IN ELAINE SUBDIVISION OF THE SE 1/4 (EXCEPT

THAT PART TAKEN FOR STREETS) IN SECTION 21, TOWNSHIP 39 NORTH,

RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBER 16-21-422-035

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Heroby 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 Alberto Lazaro & Elvira Lazaro

justly indebted upon one retail installment contract bearing even date herewith, providing for 72

installments of principal and interest in the amount of \$ 130.70 each until paid in full, payable to

H.C.P. Sales Inc.

Assigned To

Old Republic Insured Financial Accept Corp.

30233 Southfield Rd, Suite 200

Southfield, MI 48076

THE GRANTOR, covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 what 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 left and remain with the said mortgages or Trustees 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; (7) to pay all taxes and assessments, or discharge or purchase any tax lien or title affecting said premises or pay any prior encumbrances and the interest thereon from time to time; and all money so paid, the grantor, agree, 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 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 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 in connection with the foreclosure hereof -- 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 in securing 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 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, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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 for the heirs, executors, 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 of 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 of his refusal or failure to act, then

Carl D. Brown, of said County is hereby 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, on receiving his reasonable charges.

Witness the hand, and seal, of the grantor, this 19th day of

A. D. 1979

X Alberto Lazaro

(SEAL)

X Elvira Lazaro

(SEAL)

X Maria N. Lazaro

(SEAL)

X Sandra Lazaro

(SEAL)

UNOFFICIAL COPY

Trust deed

Box No.

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY:

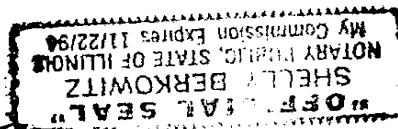


OLD REPUBLIC IFAC
30233 SOUTHFIELD ROAD
SUITE 200
SOUTHFIELD, MICHIGAN 48076

MAIL TO:

DEPT-01 RECORDING \$23.50
T#0012 TRAN 1116 05/13/94 15:32:00
#9233 ÷ SK *-94-434480
COOK COUNTY RECORDER

Property of Cook County Clerk's Office



08PFC136

I, Shelly Berkowitz
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Maria Magana - Elizabeth Magana
personally known to me to be the same person(s) whose name ARE
instrument, appeared before me this day in person, and acknowledged that he, signed, sealed and delivered the said instrument
and execute and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
On this 13 day of May, 1994,
I, Shelly Berkowitz, Notary Public, do hereby certify that the foregoing instrument was prepared by me, and that the same was duly executed and delivered by the person(s) named above, and that the same is a true and correct copy of the original instrument as the same appears of record in my office.