

This Indenture, WITNESSETH, That the Grantor

Gilberto Calderon & Teresa Calderon

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Two Thousand Eight Hundred Ninety Five and 1/100 Dollars in hand paid, CONVEY AND WARRANT to William Schumann

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 21 in Block 2 in Kensington in the East 1/2 of the Southeast 1/4 of Section 22, Township 37 North, Range 14, East of Third Principal Meridian, North of the Indian Boundary, Cook County, Illinois.

P.O. # 25-22-300-041

Address - Calderon, Gilberto & Teresa 324 E. 116th Chicago, IL 60625

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 Gilberto Calderon and Teresa Calderon

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 793.04 each until paid in full, payable to

H.C.P. Sales, Inc.

Assigned TO: Old Republic Insured Financial Acceptance Corp. 30233 Southfield Rd., Suite 200 Southfield, MI 48076



94586492

This 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 unless said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured by companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with 10% on clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein so their interests may appear, which policies shall be left and remain with the said Mortgagee 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 to insure, or pay taxes or assessments, or the prior encumbrances 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 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 above covenants or agreements, the whole of said indebtedness, including principal and all years of 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, of 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 trust.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of completion of consent with the lender, or hereof, including reasonable collection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises, or embracing foreclosing decrees, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, or each, 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 proceeding, whether decree of sale shall have been entered or not, shall, if so assessed, sur 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, or 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 and 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 Cook County of the grantor, or of his refusal or failure to act, then

Carl Araver of said County, who is hereby appointed to be first successor in this trust, and if for any like cause said first successor fails 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 above covenants and agreements are performed, the grantor or his successor as trust, shall release and be released from the premises, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 11th day of August, A. D. 19...

Gilberto Calderon (SEAL) Teresa Calderon (SEAL)

Notary Public seal for Edward M. Koleski, Cook County, Illinois

UNOFFICIAL COPY

Box No.

Trust Agreement

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY:

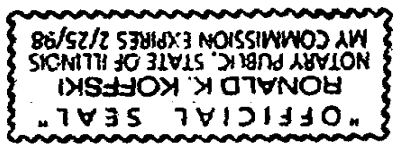
MAIL TO:

94558492

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$33.50
T#0012 TRAM 5533 07/06/94 09:57:00
\$8122 ÷ SK * -94-586492
COOK COUNTY RECORDER

I, Ronald K. Koffski
a Notary Public in and for said County, in the State aforesaid. Do hereby certify that Gilberto Calderon and Teresa Calderon
personally known to me to be the same person Teresa whose name Teresa
instrument, appeared before me this day in person, and acknowledged that he 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 Notarial Seal, this 25TH day of JUNE A.D. 1994



State of Illinois County of COOK ss.