

This Indenture, WITNESSETH, That the Grantor  
Raymond Acosta and Ramon Acosta

of the City of Chicago, County of Cook, and State of Illinois  
for and in consideration of the sum of THIRTEEN THOUSAND NINE HUNDRED AND 00/100 Dollars

in hand paid, CONVEY AND WARRANT to WILLIAM S. BURMAN  
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 39, in block 1 in Pengnot's subdivision of the north 1/2 of block 3 in Sorden's subdivision of the west 1/2 of the southeast 1/4 of section 36, township 40 north, range 13, east of the third principal Meridian in Cook County, Illinois.

PIN # 13-36-410-010

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 Raymond Acosta and Ramon Acosta  
justly indebted upon one retail installment contract bearing even date herewith, providing for 180  
installments of principal and interest in the amount of \$ 176.76 each until paid in full, payable to

H.C. P. Sales, Inc.  
Assigned To:

Old Republic  
Insured Financial Accept. Corp.  
20233 Southfield Rd. #200  
Southfield, MI 48076 94880068

This Grantor covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as 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 buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured to the satisfaction 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 loss clauses 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 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 be due and payable; (7) to pay all taxes and assessments, or pay such taxes or assessments, or the principal and interest thereon, when due; (8) the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or the principal and interest thereon, at any time, and all money so paid, the grantor agrees to repay immediately without demand and the same with interest thereon from the date of payment of 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 not yet paid 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.

In Witness whereof 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, stamp duty, and other charges, cost of preparing and completing abstract showing the whole title of said premises, including foreclosure decrees 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 deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor fees have been paid. The grantor for said grantor and for his 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 grantee, or of his refusal or failure to act, then  
Cari Brauer 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 14th day of AUGUST A.D. 1991  
Raymond Acosta (SEAL)  
Ramon Acosta (SEAL)

I, SAC... (SEAL)

2350  
23/91

UNOFFICIAL COPY

Box No. ....

Trust Agreement

TO

Trustee

THIS INSTRUMENT WAS PREPARED BY:

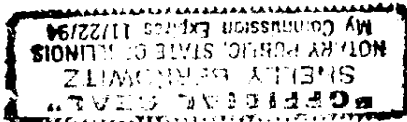
MAIL TO:

OLD REPUBLIC F.F.A. CORP.  
30233 Southfield Rd. Ste 200  
Southfield, MI 48076

Property of Cook County Clerk's Office

94880068

94880068



DEPT-01 RECORDING 170012 TRAM 3965 10/13/94 09:44:00 \$23.50  
47995 \$ SK \* -94-820068  
COOK COUNTY RECORDER

I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
RAYMOND ACOSTA and EMMON ACOSTA  
are personally known to me to be the same person as whose name  
instrument, appeared before me this day in person, and acknowledged that he assigned, sealed and delivered the said instrument  
as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead,  
under my hand and Notarial Seal, this 19TH day of August, A. D. 1994.  
Notary Public