95441622

. DEPT-01 RECORDING \$27.50 T\$2222 TRAN 1806 07/07/95 15:\$2:00 4457 \$ RC +-95-44 1622 COOK COUNTY RECORDER

This Indenture, witnessettl, That the Grantor			
Adolfo and Adolina Gutierrez AKA Adelina Medina			
of the City of Chicago County of Cook and State of Illinois			
for and in consideration of the sum of File. Thouser a. Seven. Hundred. Elightyandna/1.00=-Dollars			
of theof Chicago			
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 elimenting, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and prof is of said premises, situated			
in the City			
lot 23 in block 2 in Isaac Cook's Subdivision of the north East 1/4 of the north east 1/4 of the north west 1/4 of section			
8, township 38 north, range 14 East of the third principal			
meridian, in Cook County IL			
PIN 20-08-106-016			
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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.

	o.and.Adelina .Gutierrez .AKAAdelina .Medina :errez
justly indebted upon	one retail installment contract bearing even date herewith, providing for
installments of principal and interest in the a	mount of \$158.81 each until paid in full, payable to
	All.America, Inc.
Assign	ned,.To:
	ld Republic Insured Financial Accept Corp
	0233 Southfield Road, Suite 200 outhfield MI 48076

The Granton...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 an demand to exhibit receipts therefore; (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 now or at any time on said premises insured in companies to be selected by the grantee nacein, 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 Trustees herein as their interests may aprear, 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.

IN THE EVENT of failure so to insure, or pay laxes or assessments, or the prior encombrances or the interest thereon when due, the grantee 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 encumbrances and his interest thereon from time to time; and all money so paid, the grantor... agree... to repay immediately without demand, and the lame with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured rereby.

IN THE RIVENT of a breach of any of the aforesaid covenants or agreements the whole of sun indebtedness, including principal and all carned interest shall, at the option of legal holder thereof, without notice, become insmediately 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 embracing foreclosure decree - shall be paid by the grantor...; and the like expenses and disbursements, occasioned by any suit or proceedings 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 pich foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, not 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 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 gray 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.

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IN THE REPORT of the death, removal or absence from a of his refusal or failure to act, then	ntil
Carl Brauer	of said County is hereby appointed to be first successor
in this trust; and if for any like cause said first successor fa Deeds of said County is hereby appointed to be second	ail or refuse to act, the person who shall then be the acting Recorder of d successor in this trust. And when all the aforesaid covenants and trust, shall release said premises to the party entitled, on receiving his
Witness the hand, and seal, of the granter thi	s 5th day of April A.D. 19.95
dich	Adolfo Gutierrez (SEAL)
	(SEAL)
Ox Cuch	Adeline Gutiferez Letine Treation (SEAL)
	AKA ADELINA MEDINA
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	of County Clart's Or
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State of minoi UNOFFICIAL COPY Uninty of Cook I, Emily Stopka a Notary Public in and for said County, in the State aforesaid. On Gerelig Certify that Guiterrez instrument, appeared before me this day in person, and acknowledged that Lie? Adjued, sealed and delivered the said instrument as free and voluntary net, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Truly Stopler OFFICIAL SEAL " OF MILLY STOPKA NOTABLE PUBLIC STATE OF ILLINOIS MY 12/12/95 St. Coot County Clert's Office 9, THIS INSTRUMENT WAS PREPARED BY: Old Republic I.F. A 30233 Southfield Rd Box No.

MAIL TO:

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