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DEPT-01 RECORDING

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T#0008 TRAN 0694 08/08/95 12142:00 #5278 # JB #-95-522139

COOK COUNTY RECORDER

#### This Indenture, WITNESSETH, That the Grantor

Higgrio Vazquez, Elvica Vazquez, Juana Rodea and Nazario Lopez

City Chicaro Cock and State of Illinois County of of the Nine Thousand and no/100for and in consideration of the sum of Dollars Villain Schumon in hand paid, CONVEY SAND WARRANTS to of Chicago City and State of Illinois County of the and to his successors in trust hereinafter named, for the purpose of security performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including an heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated of Chicago City and State of Illinois, to-wit: County in the

LOT 5 IN THE RESUBDIVISION OF LOTS 2 TO 7 INCLUSIVE, IN BLOCK 7 IN BOLDENNECK AND MADISON'S SUBDIVISION OF LOOS 4 AND 5 IN COUNTY CLARK'S DIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTH OF MILWAUKEE AVENUE.

PIN: 13-22-431-021-0000

4215 W SCHOOL CHICAGO, IL ADDRESS:

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

Higinio Vazquez, Elvira Vazquez, Juan Rodea and Nezario Lonez

justly indebted upon

one retail installment contract bearing even date herewith, providing for \_\_\_\_

installments of principal and interest in the amount of \$ 157.20 each until paid in full, payable to

Side-All America, Inc.

Assigned To:

Old Republic Insured Firancial Accept. Occo.

4902 W. Irving Park Road

Chicago, IL 60541

S Opening Op THE GRANIER covenant, and agree has follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreemen 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 therefore, (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 Trustees 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.

In this Extent of failure so to insure, or pay taxes or assessments, or the prior el cumbrances 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 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 carned interest shall, at the option of legal holder thereof, without notice, become it interest shall, at the option of legal holder thereof, without notice, become it interest shall, at the option of legal holder thereof, without notice, become it interests shall, at the option of legal holder thereof, without notice, become it interests shall, at the option of legal holder thereof. and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable or in eclosure 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 hehalf 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 such foreclosure proceedings; which proceeding, whether decree of 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 for the heirs, executors, administrators and assigns of said grantor... watve... 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

# 55223 79

#### **UNOFFICIAL COPY**

IN THE EVENT of the death, removal or absence from said of his refusal or failure to act, then

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County of the grantee, or

Carl 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 26th day of _ June	A.D. 19.95
Hopme Zagez  Higinic Vazyra  Elvica Vazquez	(SEAL)
Aliginio Vazyrez  210110 2009000  Elvica Vazquez	(SEAL)
Decription varques	(SEAL)
Juan Rodea	(SEAL)
7/alan Rocea  7/alan Rocea  7/alan Rocea  Nezario Lapez	
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**UNOFFICIAL COPY** Illinoia 899. **Ctalk** Brilly Stocka a Notary Public in and for said County, in the State aforesaid. On breeling Certific that Higinio Vazquez, Elvica Vazquez, Juana Hodea, and Nezacio Lopez personally known to me to be the same person. S whose name Instrument, appeared before morths day in person, and acknowledged that Ebey signed, scaled and delivered the said distributent free and solunt in act, for the uses and purposes therein set forth. Including the release and water of the right of homestead Pand S. Colling Clarks Gurm und m hand and Notanal Seal, this

**≱**tate of

County of

I,

day of

THIS INSTRUMENT WAS PREPARED BY

Box No