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32-72624 CK

This Indenture, WITNESSETH, That the Grantor

LEONARD J. DOMINGUEZ & KATHLEEN CUMMINGS (HIS WIFE)

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

for and in consideration of the sum of TWO THOUSAND, SIX HUNDRED SEVEN 27/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

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:

Lots Twenty-One (21) and Twenty-Two (22) in J. W. Cochran's Subdivision of Lots Five (5) to Twenty-Four (24) inclusive, in the West Half (1/2) of R. F. Hamilton's Subdivision of Five Acres in the East Half (1/2) of the West Half (1/2) of the North East Quarter (1/4) of Section 6, Township Thirty-Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, P.R.E.I. #17-06-227-039 & 040. Property Address: 1226 N. Marion Ct.

NOTE IDENTIFIED

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 LEONARD J. DOMINGUEZ & KATHLEEN CUMMINGS (HIS WIFE)

justly indebted upon one real estate installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$110.97 each until paid in full, payable to Consumer's Home Improvement Company and assigned to Pioneer Bank and Trust Company

THE GRANTOR... covenant and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises... (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... (6) To pay all prior incumbrances, 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 incumbrances 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 incumbrances 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 the 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 earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest (beginning 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 accrued 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 thereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract, having the whole title of said premises, including 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 proceedings, 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 solicitors fees have been paid by the 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... no 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.

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 Joan J. Behrendt 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 8th day of OCTOBER, A.D. 1987

[Signatures of Leonard J. Dominguez and Kathleen Cummings with seals]

3698404

UNOFFICIAL COPY

Box No. ....

# Trust Deed

TO  
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

RECORDED

Property of Cook County Clerk's Office

108-2942

IN PROVISION

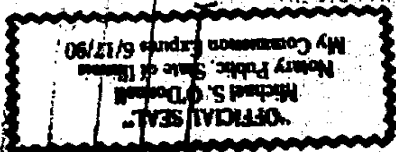
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1968 APR - 5 PM 4: 20

HARRY (BUCK) OURELL  
REGISTRAR OF TITLES



Submitted by

Address

Promised

Deliver copy

Address

Date

Deed No.

Address

Notified

Pioneer Bank Kelly  
4000 W. NORTH AVE  
CHGO IL 60639

I, THE UNDERSIGNED, Notary Public in and for said County, in the State aforesaid, do hereby certify that

LEONARD J. DOMINGUEZ personally known to me to be the same person whose name is

ARC subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness under my hand and Notarial Seal, this 5th day of APRIL, A.D. 1968

Michael S. O'Donnell  
Notary Public

State of Illinois  
County of Cook