

# UNOFFICIAL COPY

## This Indenture,

WITNESSETH, That the Grantor .....

Laura Garcia (Married to Samuel Solis)

of the City of Chicago, County of Cook, and State of Illinois  
for and in consideration of the sum of Three thousand and 0/100 Dollars  
in hand paid, CONVEY AND WARRANT to JAMES V. CARBONE \$3,000.00

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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ and State of Illinois, to-wit:  
In F.J. Lewis' South Eastern Development, being a subdivision in  
the West Half (W.) and in the North East Quarter (N.E.) of Section  
14, and the Southeast Quarter (S.E.) of Section 18, Township 37 North,  
Range 15, East of the Third Principal Meridian in Cook County,  
Illinois.

Lot SEVEN HUNDRED NINETY ONE (except the North 14.25 feet thereof)  
---(791)

The North 17.10 feet of Lot SEVEN HUNDRED NINETY TWO --- (792)

P.I.N.: 06-17-3E-081 SB  
Lot No - 11329 S. Montrose Ave.,

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 Laura Garcia (Married to Samuel Solis),  
justly indebted upon Her \_\_\_\_\_ oral retail installment contract bearing even date herewith, providing for 60  
installments of principal and interest in the amount of \$ 75.41 each until paid in full, payable to

Indiana Home Improvement Co., Inc.

Assigned To:

Insured Financial Acceptance Corporation

4455 W. Montrose Ave.

Chicago, IL 60641

The Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any other existing class 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 forty days after description or demand to rebuild or restore all buildings or improvements on said premises that may be destroyed or damaged; (4) that he will not alienate or dispose of the same in any manner, except as herein provided; (5) to have all buildings and structures on said premises and in connection therewith, maintained in good condition to be selected by the grantee, who is hereby authorized to place reasonable charges on expenses incurred in connection therewith, to the benefit of the first mortgagee, with loss clause attached, if any, first, to the first Trustee, Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors 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 to so secure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may proceed such encumbrances, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or all prior encumbrances and the interest thereon from time to time; and all money so paid, the grantor ... agrees ... to repay immediately without demand, and the same with interest one cent from the date of payment at seven per cent, per annum, shall be as 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 accrued 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, 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 foreclosures aforesaid — including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises — abiding foreclosure decree — shall be paid by the grantor ... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of or 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 affect the record, nor a release thereof 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/or 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 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  
John A. Laskey 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 14 day of February A.D. 19<sup>89</sup>.

X Laura Garcia

Laura Garcia

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(SEAL)

(SEAL)

# UNOFFICIAL COPY

Urit Edel

Box No.:

3798572

Laura García

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Submitted by

Insured Financial Acceptance

4433 N. Montrose Ave.  
Chicago, IL 60641

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THE INSTRUMENT W

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Indiana Home Improvement Co., Inc.  
Richfield 2112

2414 Interstate Plaza

Hammond, IN 46324

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**INSURED FINANCIAL ACCEPTANCE CORP.**

Chicago, IL 60641

Bowsky  
Trust  
Cook County Clerk's Office

dated at ..... February ..... A.D. 1959  
Signed under my hand and countersigned this

Instrument, appealed before me this day in person, and acknowledged that he had, used and distributed the said instrument as hereinafter set forth.

A Notary Public is and for said County, in the State aforesaid, to certify every  
Law suit, Law suit, &c. &c. (affidavit, &c. &c.)

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State of Illinois  
County of Cook