

# UNOFFICIAL COPY

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FORM No. 2202  
JANUARY, 1968

21. 482 474

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Jesus Lopez and Sonia M. Lopez, his wife  
 (hereinafter called the Grantor), of the City of Chicago County of Cook  
 and State of Illinois, for and in consideration of the sum of Twenty-four Hundred  
(\$2,400.00) and no/100 Dollars  
 in hand paid, CONVEY AND WARRANT to Joseph A. Radecky, Trustee  
 of the Township of Downers Grove County of DuPage 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, air-conditioning, gas and plumbing apparatus and fixtures, and everything 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 33 in the resubdivision of Block 4 in Kay's Addition to Chicago, being a Subdivision of the North West Quarter of the North West Quarter of the North West Quarter and the South half of the North West Quarter of the North West Quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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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.  
 WHEREAS, The Grantor S, Jesus Lopez and Sonia M. Lopez, his wife, are justly indebted upon their certain one (1) principal promissory note, bearing date herewith, payable to the order of B. ARER, in the principal sum of Twenty-four Hundred (\$2,400.00) and no/100 Dollars and interest from date of disbursement on the balance of principal remaining from month to month unpaid at the rate of seven and one-quarter (7 1/4 %) per cent per annum, such principal sum and interest to be payable in monthly installments as follows: \$ 02.00 or more, on the 1st day of July A. D. 1971 and \$102.00 or more, on the 1st day of each and every month thereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of September 1973.

Payments are to be made at Radecky & Co., 806 Plainfield Road, Downers Grove, Illinois 60515, or such other place as the legal holder/s of this Second Mortgage Trust Deed and subject installment Note may from time to time in writing appoint unless provided, or according to any agreement extending, after payment; (2) to pay prior to June in each year, all taxes or assessments against said premises, and on demand to exhibit receipts therefor; (3) within 90 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 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, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustee, until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall be payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or discharge incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay 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 agrees 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 earned 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, to 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 of the note.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, out-of-pocket documentary evidence, stenographic charges, cost of procuring or completing abstract showing 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. Such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree or order rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, shall be paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to enforce this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession of or charge on said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or resignation from said DuPage County of the grantee, or of his resignation, refusal or failure to act, then Joseph M. DiVito of Cook 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 receiver 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 S this 15th day of May, 19 71.

*Jesus Lopez* (SEAL)  
*Sonia M. Lopez* (SEAL)

The lien of this Second Mortgage Trust Deed is subject and subordinate to a lien of a First Mortgage in the amount of \$8,500.00 dated May 15th, 1971, payable to Radecky & Co.

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Shelley N. DaCosta, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jesus Lopez and Sonia M. Lopez, his wife, are

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and notarial seal this 15th day of May, 1971.



Shelley N. DaCosta  
Notary Public  
Shelley N. DaCosta

December 27th, 1972

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

MAY 18 '71 11 01 AM

Christine R. Olsen  
RECORDER OF DEEDS

21482474

8-9-55

BOX No. 821

## SECOND MORTGAGE Trust Deed

JESUS LOPEZ and SONIA M.

LOPEZ, his wife

TO

JOSEPH A. RADECKY, Trustee

GEORGE E. COLE  
LEGAL FORMS