

P-9562-1st Salvador Cruz 21 230 004

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202

REG E COLE & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Salvador M. Cruz & Aurelia Cruz, his wife,

of the city of Chicago County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Two Hundred Fifty-two & 94/100 Dollars in hand paid, CONVEY AND WARRANT to Lincoln National Bank

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 city of Chicago County of Cook and State of Illinois, to-wit:

Lot 24 in Finney & Lyon's Subdivision of Sub-Block 4 of Block 6 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, commonly known as 3245 S. Parnell, Chicago, Illinois, in the County of Cook.

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 Salvador M. Cruz & Aurelia Cruz, his wife, justly indebted upon their principal promissory note bearing even date herewith, payable in installments as follows: \$125.07 Dollars on the 1st day of September, 1970, and \$125.07 Dollars on the 1st day of each 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 February, 1974.

THE GRANTOR... 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 interest on the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore 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 policies attaching payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept and remain in full force 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 become due and payable.

In the event of failure to insure, or may take of assessments, or the prior incumbrances or the interest thereon, the grantee or the holder of said indebtedness, may procure such insurance, upon such taxes or assessments, or discharge or purchase any tax lien, or make a defecting said premises or pay all prior incumbrances and the interest thereon, as to time and all money so paid, the grantor agrees to repay on demand, or at any time on demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness as aforesaid hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including interest on all earned interest, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at seven per cent. per annum, shall be payable 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 solicitor's fees, notary fees, documentary evidence, attorney's charges, cost of procuring or completing title of showing the whole title of said premises embraced in the decree shall be paid by the grantor; and the like expenses and disbursements, occasioned by a suit or proceeding 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 solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, will, 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 the 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, the grantee 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 grantors this 16th day of July A. D. 1970

Salvador M. Cruz (SEAL)

Aurelia Cruz (SEAL)

Aurelia Cruz (SEAL)

Aurelia Cruz (SEAL)

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UNOFFICIAL COPY

Richard F. Lindner

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State of Illinois
County of Cook } ss.

I, R. F. Lindner
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Salvador M. Cruz and Aurelia Cruz

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 under my hand and Notarial Seal, this 25
day of July A. D. 1970



R. F. Lindner
Notary Public.



21230004

Box No. _____
SECOND MORTGAGE
Trust Deed

Salvador M. Cruz
Aurelia Cruz
3245 South Parnell
Chicago, Illinois

TO

Lincoln National Bank
3959 North Lincoln Avenue
Chicago, Illinois 60613



GEORGE F. COE COMPANY

END OF RECORDED DOCUMENT