

# UNOFFICIAL COPY

21 352 871

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

**This Indenture, WITNESSETH, That the Grantor is**

JAIMÉ OCHOA and LAURA P. OCHOA, his wife

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

for and in consideration of the sum of Twenty-two Hundred Twenty-three & 20/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 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:

the North 1/2 of Lot 22 and the North 1/2 of Lot 23 in block 1 in Uvict's Resubdivision of block 12 in Shipman Bill and Merrills Sub-division of the East 1/2 of the North East 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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, **JAIMÉ OCHOA and LAURA P. OCHOA, his wife** justly indebted upon their one principal promissory note bearing even date herewith, payable **WORTHY PRODUCTS CORPORATION,** for the sum of Twenty-two Hundred Twenty-three & 20/100 Dollars (\$2223.20) payable in 84 successive monthly instalments each of \$26.47 except the final instalment which shall be the balance due on this note commencing on the 15th day of Feb 1971 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The GRANTOR, S, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor; (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 on 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 trustee herein, which trustee is authorized to place such insurance in companies of his choice; (6) to keep the same insured in policies which shall be in full and remain in full force until the indebtedness is fully paid; (7) to pay all fire, lightning, theft and other insurance premiums, or any taxes or assessments, or the price of such insurance or the interest thereon when due; (8) that if the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any facilities or title affected by said premises or pay all other insurances and the interest thereon from time to time and all money so paid, the grantor, S, 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 as much additional indebtedness secured hereby; (9) that in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, shall, at the option of the trustee thereof, 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.

If to Assign by the grantor, S, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, enforcing foreclosure decrees shall be paid by the grantor, S, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor, S. 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 fore-re 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, S, for said grantor, S, and for the heirs, executors, administrators and assigns of said grantor, S, waives, S, all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees, S, 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, S, or to any party claiming under said grantor, S, 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 **August G. Merkel** 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 22nd day of Jan A. D. 19 70  
X Jaimé Ochoa (SEAL)  
X Laura P. Ochoa (SEAL)  
(SEAL)  
(SEAL)

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State of Illinois  
County of Cook

I, Denard Brooks  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
JAIME OCHOA and LAURA P. OCHOA, his wife

personally known to me to be the same person 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.

Given under my hand and Notarial Seal, this 22<sup>nd</sup>  
day of Dec. A. D. 1970

Denard Brooks  
MY COMMISSION EXPIRES  
MAY 8, 1974  
Notary Public.



1970 DEC 28 AM 11 43

DEC-28-70 160078 • 21352871 • A -- Rec 5.00



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Box No. 246

SECOND MORTGAGE

**Trust Deed**

JAIME OCHOA and

LAURA P. OCHOA, his wife

TO

JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK

OF CHICAGO

CONSUMER CREDIT DEPT.

3873 N. MILWAUKEE AVE.

CHICAGO, ILL. U.S. 60641

END OF RECORDED DOCUMENT.