

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 609 292

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Jane F. Martinez, Consuelo Martinez, and
Rozelio Martinez and John M. Martinez
(hereinafter called the Grantor), of the City of Glenview County of Cook
and State of Illinois, for and in consideration of the sum of FOUR THOUSAND DOLLARS (\$4,000.00)
Dollars
in hand paid, CONVEY AND WARRANT to Golf Mill State Bank
of the Village of Niles 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 fol-
lowing 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 Glenview County of Cook and State of Illinois, to-wit:

Lot 70 in Glenview Westbrook Unit #2, a Subdivision of the
S.W. 1/4 of the N.W. 1/4 of the N.E. 1/4 and the West 1/2 (except South
921.0ft.) of the S.W. 1/2 of the N.E. 1/4 (except West 50.0ft.) in
Section 33 Township 42 North, Range 12 East of the Third
Principal Meridian

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 Jane F. Martinez, Consuelo Martinez, and Rozelio & John M. Martinez
justly indebted upon _____ principal promissory note bearing even date herewith, payable

In Fourty Eight (48) installments of \$106.76 commencing the
17th day of January, 19 74

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) To pay said 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 or rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste to said premises 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 second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee 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 become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessment, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, and pay such taxes or assessment, 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, 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 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 proceeding, whether the costs 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, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceeding; and agrees that upon the filing of any complaint to foreclose 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 trustee 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 December, 19 73

Jane F. Martinez (SEAL)
Consuelo Martinez (SEAL)
Rozelio Martinez
John Martinez

22 609 292

STATE OF Illinois)
COUNTY OF Cook) ss.

I, BONNIE J. LINDBERG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane F. Martinez, Consuelo Martinez, Rozelio Martinez and John M. Martinez

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 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.

Given under my hand and notarial seal this th day of December, 19 74

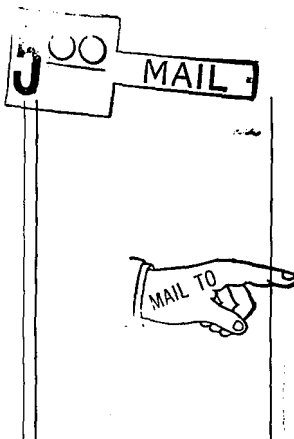


Bonnie J. Lindberg
Notary Public

377 Golf Mill Center, Niles, Ill.
My Commission Expires August 30, 1974

1974 JAN 25 AM 9 30
JAN 25 1974 146-112-23 02:92 P A - 100 512

BOX No. _____
SECOND MORTGAGE
Trust Deed
Jane F. Martinez, Consuelo Martinez
Rozelio Martinez and John M. Martinez
TO
Golf Mill State Bank



22609292
GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT