

UNOFFICIAL COPY

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

22 625 577

This Indenture, WITNESSETH, That the Grantor CARLOS GAMBOA and SOCORRO GAMBOA, his wife

of the CITY of CHICAGO County of Cook and State of Illinois
for and in consideration of the sum of Twenty-four hundred ninety-seven & 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:
Lots 18 and 17 in Block 2 in the Resubdivision of Rees and Sayers Subdivision of Block 12 (except Lot 1) in Kensington in Section 22, Township 37 North, Range 14, 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 CARLOS GAMBOA and SOCORRO GAMBOA, his wife justly indebted upon their one principal promissory note—bearing even date herewith, payable WORTHY PRODUCTS CORPORATION, for the sum of twenty-four hundred ninety-seven & 20/100 Dollars (\$2497.20) payable in 59 successive monthly installments each of \$41.62 except the final installment which shall be as small or less than the monthly installments due on the note commencing on the 23rd day of March, 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter in said notes 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 against said premises, and on demand to exhibit receipts therefor; (3) within sixty 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 in 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 of suitable 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 kept 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.
THE GRANTOR agrees to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title after all 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 on demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be an additional indebtedness secured hereby, and the interest thereon shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon, from time to time, 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 been matured by the date hereof.
IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the law costs hereof, including reasonable solicitor's fees, collars for documentary evidence, attorney's charges, cost of procuring or completing a deed thereon, of 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 trustee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such costs 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, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until full costs 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, with 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 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 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 this 29th day of January A. D. 19 74
Carlos Gamboa (SEAL)
Socorro Gamboa (SEAL)

22 625 577

State of Illinois
County of Cook

I, Baron Brooks
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
CARLOS GAMBOA and SOCORRO GAMBOA, his wife

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 the 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 29th
day of January A. D. 1974

Baron Brooks
Notary Public.



PROPERTY of Cook County Clerk's Office

1974 FEB 11 AM 10 44

RECORDED IN THE
COOK COUNTY CLERK'S OFFICE

FED-11-74 7 5 0 2 2 • 22625577 • A — Rec: 5.00

Box No. 246
SECOND MORTGAGE
Trust Deed
CARLOS GAMBOA and
SOCORRO GAMBOA, his wife
TO
JOSEPH DEZONIA, Trustee

THIS INSTRUMENT WAS PREPARED BY

R. LA WAKERS Northwest National Bank of Chicago
3985 North Hallock Avenue
Chicago, Illinois 60641



22625577

END OF RECORDED DOCUMENT