

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

22 805 088

This Indenture, WITNESSETH, That the Grantors, MARCO ANTONIO GONZALEZ and PETRA GONZALEZ, his wife

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

for and in consideration of the sum of Sixty One Hundred Fifty Three and 18/100 — 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 appertaining 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 five (5) in Block Three (3) in Austinville, being Austin's Sub-division of the East Half of the Northeast 1/4 of Section 8, and the West half of the Northwest 1/4 of Section 9, Township 39 North, Range 13, 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 Grantors MARCO ANTONIO GONZALEZ and PETRA GONZALEZ, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable COUNTY LUMBER & SUPPLY CO for the sum of Sixty One Hundred Fifty Three and 18/100 Dollars (\$6153.18) payable in 59 successive monthly instalments each of \$102.56 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 20th day of April, 1974, and on the same day of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, 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 repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waives to said premises shall not be cancelled or reduced; (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 insurance payable first, to the first Trustee or Mortgagee, and second, to the grantee herein as their interests and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises or pay the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby, and shall, at the option of the holder of the first mortgage, become immediately due and payable, and with interest thereon from time of such breach, at express terms.

IT IS AGREED by the grantors, 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, notary's charges, cost of procuring or completing abstract showing the whole title of said premises, unless foreclosed decree—shall be paid by the grantors, 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 grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as such, and shall be paid by the grantors. All such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors of said premises, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. And for the heirs, executors, administrators and assigns of said grantors, waives, all rights to the possession of said premises pending such foreclosure proceedings, and agrees, 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 said grantors, the claimant under said grantors, appoint a receiver to take possession 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 grantor 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 20th day of July A. D. 19 74

Marco A. Gonzalez (SEAL)

Petra Gonzalez (SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

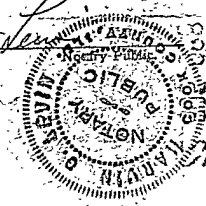
State of Illinois
County of Cook } ss.

I, MARCO GONZALEZ

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
MARCO ANTONIO GONZALEZ and PETRA GONZALEZ, 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 30th
day of July A. D. 19 74

Marcus J. ...


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AUG-6-74 8 43 78 22805088 - A - Rec 5.00

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Box No. 246
SECOND MORTGAGE
Trust Deed
MARCO ANTONIO GONZALEZ and
PETRA GONZALEZ, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

A. H. ...
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

22805088

END OF RECORDED DOCUMENT