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

Dieses Indenture, WITNESSETH, That the Grantor S

ENRIQUE VILLA and CARMEN VILLA, his wife

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

for and in consideration of the sum of Sixty-two Hundred Seventy-six & 01/100 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 27 and 28 in Block 5 in Reaper Addition to Chicago in Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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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 ENRIQUE VILLA and CARMEN VILLA, his wife

justly indebted upon thirty one principal promissory note—bearing even date herewith, payable

NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Sixty-two Hundred Seventy-six & 01/100 Dollars ($6276.01) payable in 59 successive monthly instalments each of $104.61 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 15th day of May, 1973, 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 herein and in said note 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 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 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 held 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 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 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 at the rate of 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 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 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 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 such suit, including solicitor's fees have been paid. The grantor for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, 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 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 County of the grantor, 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 16th day of March A. D. 19 73

(SEAL) _____

(SEAL) _____

(SEAL) _____

(SEAL) _____

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State of Illinois }
County of Cook } ss.

I, LUCILLE J. VANDY

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that

ENRIQUE VILLA and CARMEN VILLA, 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 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 16th day of March A. D. 1973

Lucille J. Vandy
Notary Public

LUCILLE J. VANDY NOTARY PUBLIC COOK COUNTY ILLINOIS

Property of Cook County Clerk's Office

Sidney R. Olson
RECORDER OF DEEDS
COOK COUNTY ILLINOIS

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Box No. 246

SECOND MORTGAGE

Trust Deed

ENRIQUE VILLA and
CARMEN VILLA, his wife
TO
JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK
OF CHICAGO
MORTGAGE COLLECT. DEPT.
3979 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60641

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DOCUMENT