

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

23 534 956

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Poanerges Montenegro and Luz A. Montenegro, his wife
 (hereinafter called the Grantor), of the City of Chicago County of Cook
 and State of Illinois, for and in consideration of the sum of Two Thousand Two Hundred Eighty
and no/100 Dollars
 in hand paid, CONVEYS AND WARRANTS to John J. Chiare, 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 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 18 and the West 5 feet of Lot 17 in Block 4 in Demarest and
 Kauling's Grand Avenue subdivision of the North $\frac{1}{2}$ of the South East
 $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 3, Township 39 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 Poanerges Montenegro and Luz A. Montenegro, his wife
 justly indebted upon their principal promissory note bearing even date herewith, payable
 to the order of All State Credit Corporation, promissory note #2022 dated
 June 23, 1976 duly signed by Poanerges Montenegro and Luz A. Montenegro, his wife
 payable according to the terms and tenor of a certain promissory note
 even date hereon, Twelve (12) monthly installments at \$190.00
 (One hundred and Ninety and no/100 dollars) per month due August 8th 1976 and of the
 8th of every month thereafter till paid in full.

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 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 payable 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-
 brances, 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 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 fore-
 closure hereof—including reasonable attorney's fees outlays for documentary evidence, stenographer's charges, cost of procuring or com-
 pleting 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 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 dec-
 ree 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 proceedings, 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 with-
 out 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 Cook County of the grantee, or of his resignation,
 refusal or failure to act, the All State Credit Corp. 6829 W. Irving Park 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 23rd day of JUNE, 19 76.

This document was prepared by
 Debra Englehart
 C/O All State Credit Corporation
 6829 West Irving Park Road
 Chicago, Illinois 60634

Poanerges Montenegro (SEAL)
Luz Montenegro (SEAL)

23 534 956

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RECORDER OF DEEDS
COOK COUNTY ILLINOIS

JUN 25 AM 11 25

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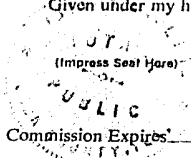
10.00

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Robert La Plume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bonerges Montenegro and Luz A. Montenegro, his wife

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 23rd day of June



Robert La Plume
Notary Public



10.00 E



BOX No.

SECOND MORTGAGE Trust Deed

Bonerges Montenegro &
Luz A. Montenegro, his wife
4077 W. Waverling
Chicago, Illinois 60651

TO
John J. Chiara, Trustee
210 All State Credit Corporation
4829 West Irving Park Road
Chicago, Illinois 60634

Mail To
All State Credit Corp.
4829 West Irving Park Road
Chicago, Illinois 60634

23534956
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT