

# UNOFFICIAL COPY

23 900 917

TRUST DEED TO SECURE MORTGAGE

THIS INSTRUMENT WITNESSETH THAT Samuel Yunez & Samira Yunez, his wife, as joint tenants, 1446 W. Jarvis Chicago, Illinois for and in consideration of the sum of TWENTY FIVE THOUSAND SEVEN HUNDRED THIRTY AND 88/100

in hand paid CONVEY AND WARRANT to Lawrence Spade as Trustee 4800 North Western Avenue Chicago, 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 all improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago, Cook County of Cook and State of Illinois, to wit:

Unit "1-B" as delineated on survey of Lot 9 in Block 10 in Birchwood Beach, a subdivision in section 29, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as 'Parcel') which survey is attached as Exhibit A to Declaration of Condominium made by Cosmopolitan National Bank of Chicago, as Trustee under Trust No. 14225 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22806600 together with undivided 6.20 per cent interest in said Parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) 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 FULL, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, the Grantor Samuel Yunez & Samira Yunez justly and lawfully owe one installment bearing even date herewith, payable to COMMERCIAL NATIONAL BANK OF CHICAGO in installments as follows:

Five Hundred Thirty Six and 06/100 Dollars on the 25th day of May, 1977 and Five Hundred Thirty Six and 06/100 Dollars on the 25th day of each month thereafter to and including the 25th day of March, 1981, with a final payment of the balance due on the 25th day of April, 1981 with interest on the principal balance from time to time unpaid at the rate of 12.68 per cent per annum payable monthly.

This Instrument Was PREPARED BY CHARLES J. COAR 4806 N. Western Ave., Chicago, Ill.

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 due date 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or in any time on said premises insured in companies to be approved by the trustee herein, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as from time to time appear, which policies shall be let and remain with the said Mortgagee or Trustees until the indebtedness is fully paid; (6) to pay all other taxes, levies, 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 on the legal title when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, and charge or incur 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 the maximum rate provided by law and 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 the maximum rate provided by law and shall be recoverable by foreclosure thereof, or by summary law, 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 completing abstract showing the whole title of said premises embracing jurisdiction of decree shall be paid by the Grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the mortgage 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 fore-closure proceedings, which proceeding, whether decree 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 fore-closure proceedings, and agrees that upon the filing of any complaint to fore-close this Trust Deed, the court in which such complaint is filed shall at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession and charge 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, then Robert Gallagher 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 19th day of April, 1977

Identification No. 30226

This is to certify that this is the Trust Deed described in note of even date.

By Lawrence Spade as TRUSTEE

Samuel Yunez (SEAL) Samira Yunez (SEAL)

23 900 917

STATE OF Illinois  
COUNTY OF Cook

NOTARY PUBLIC

SS.

I, Carmen B. Gonzalez, Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Samuel Yunez and Samira Yunez, his wife as joint tenants

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 19 day of April, 1977

(Impress Seal Here)

*[Signature]*  
Notary Public

Commission Expires

NOTARY  
PUBLIC



2390917  
Cook County Clerk's Office

BOX NO. 490

SECOND MORTGAGE

Trust Deed

SAMUEL YUNEZ and SAMIRA YUNEZ,  
his wife, as joint tenants

LOCATION: 888  
1446 W. Jarvis Unit 1D  
Chicago, Illinois

COMMERCIAL NATIONAL BANK  
4800 N. WESTERN AVENUE  
CHICAGO, ILLINOIS 60625