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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 23 010 605 **GEORGE COLE & CO CHICAGO LEGAL BLANKS**

This Indenture, WITNESSETH, That the Grantor FRANCISCO R. MOLINA and DONNA M. MOLINA, his Wife, jointly

of the City Streamwood County of Cook and State of Illinois

for and in consideration of the sum of One Thousand Seven Hundred Ninety Five and 20/100 Dollars

to hand paid, CONVEY AND WARRANT to Cy Doren

of the City Wilmette 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 Streamwood County of Cook and State of Illinois, to-wit:

Lot 610 in Woodland Heights Unit No. 2, Sections 23 and 26, Township 41 North, Range 9.

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 FRANCISCO R. MOLINA and DONNA M. MOLINA, his Wife, Jointly,

justly indebted upon One Installment principal promissory note—bearing even date herewith, payable Space Home Improvement the principal sum of One Thousand Seven Hundred Ninety Five and 20/100 Dollars (\$1,795.20) payable as follows:

\$14.96 due on the 5th day of March 1970, and \$14.96 on the 5th day of each month thereafter for One Hundred Twenty (120) succeeding months until the final amount has been paid.

THIS GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in a... 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 on 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 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 the interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior indebtedness and the interest thereon, as the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior indebtedness 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 indebtedness and the interest thereon from time to time, and all money so paid, the grantor... agree... to repay immediately without demand, or 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 holder 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.

If in default by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—excluding reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstracts showing the whole title of said premises embracing foreclosure decrees—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 sale, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive... 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.

IF 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 Chicago Title and Trust Co. of Chicago 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 S. this 5th day of January A. D. 19 70

Francisco R. Molina (SEAL)

Donna M. Molina (SEAL)

(SEAL)

(SEAL)

23 010 695

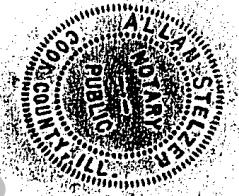
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Edw. F. Wilson
1975 MAR 5 PM 4 06

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

State of Illinois
County of Cook } ss.

MAR-3 75 955927 • 23010605 A — Rec 5.10



I, Allan Stelzer

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
FRANCIS R. MOLINA and DONNA M. MOLINA

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 5
day of January A. D. 1970

Allan Stelzer

Notary Public.

Property of Cook County Clerk's Office

500 MAIL

23010605

Box No.
SECOND MORTGAGE
Trust Deed

TO
CY DOREN



Mail To:
SHERMAN & TAKSIN
331 W. Northwest Hwy.
Palatine, IL 60067

GEORGE COLE & COMPANY

COOK COUNTY CLERK'S OFFICE