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10-3079

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

This Indenture, WITNESSETH, That the Grantor Luis G. Villanueva and wife Carmen, Jointly

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

for and in consideration of the sum of Four Thousand Seventy Dollars & 96 Cents Dollars in hand paid, CONVEY AND WARRANT to United of America Bank

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:

Lot 18 and the N 1/2 of lot 19 in Moore and Others Subdivision of lots 41, 48, 49 and 56 in the subdivision of the E 1/2 of the W 1/2 of the NE 1/4 of Sec 26, Twp 39 N., Range 13 E of the 3rd PM., in CCL

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 Luis G. Villanueva and wife Carmen, Jointly justly indebted upon principal promissory note bearing even date herewith, payable in 58 installments of 67.00 and a final installment of 45.50, due and payable on 9/8/80

THE GRANTOR S, covenant S, and agree S, 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 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached hereto, to the first Trustee or Mortgagee, and, second, to the Trustee herein as if no 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 incumbrances, 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 grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all moneys so paid, the grantor S, agree S, 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 accrued 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 S, 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 public's charges, cost of advertising or completing abstract covering the whole title of said premises embracing foreclosure decree—shall be paid by the grantor S,; and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor S, 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 proceedings, whether decree of sale shall have been entered or not, shall not be discontinued, nor a release thereof given, until all such expenses and disbursements, and the costs of said, including solicitor's fees have been paid. The grantor S, for said grantor S, and for the heirs, executors, administrators and assigns of said grantor S, waive S, all right in the possession of, and income from, and possession pending such foreclosure proceedings, and agree S, that upon the filing of any bill or foreclosure this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor S, or to any party claiming under said grantor S, appoint a receiver to take possession of and revenues 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 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. When all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, or receiving his reasonable charges.

Witness the hand S and seal S of the grantor S this 8th day of Sept. A. D. 19 75 Document Prepared By: Jo Ann E. Mickina United of America Bank 1 E. Wacker Drive Chicago, Ill. 60601 (Seal) (Seal) (Seal)

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State of Illinois }
County of Cook } ss.

I, Jo Ann E. Mickina

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Luis G. Villanueva and Carmen, Wife, Jointly

personally known to me to be the same person ^s whose name ^s 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 8th
day of September A. D. 1975

Jo Ann E. Mickina
Notary Public.



1975 SEP 11 AM 11 15

RECORDED IN COOK COUNTY RECORD

SEP-11-75 60553 • 23218481 - A - Rec 5.00

Box No.

SECOND MORTGAGE

Trust Deed

TO

United of America Bank
INSTALLMENT LOAN DEPT.
1 E. Wacker Drive
Chicago, Illinois 60601

23218481

END OF RECORDED DOCUMENT