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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

23 265 415

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Raul Hernandez and Aida Hernandez, 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
Eight Thousand Eighty Six and 00/100 Dollars
 in hand paid, CONVEYED AND WARRANTED to Madison Bank and Trust Company
 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, 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 6 in Block 23 in Delamater's Resubdivision of Block 24 and Lots 5 to 18
 both inclusive in Block 23 in Simon's Subdivision of the S. E. 1/4 of Section 35
 Township 40 North, Range 13 East of the Third Principal Meridian

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 Raul Hernandez and Aida Hernandez, his wife
 justly indebted upon their principal promissory note bearing even date herewith, payable
 in 60 consecutive payments of \$134.78 each beginning on the 14th day of December 1975
 and continuing in successive payments each month hereafter until loan is 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 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 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 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, pay such taxes or assessments, or discharge or pay any tax 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 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 and 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, which 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 foreclosure hereof, including reasonable attorney's fees, charges for disbursements, stenographer's charges, cost of procuring or compiling abstracts, the whole title of said County 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, shall be a party, shall be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, which lien shall be paid by the Grantor in any event that may be rendered in such foreclosure proceedings, which proceeding, whether decided by a court or by a referee, or otherwise, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the cost of such proceedings, attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all claims 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 without delay in the County or the State, appoint a receiver to take possession or charge of said premises with power to collect rents, issues and profits of the said premises.

In the event of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, the first successor in 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 grantor 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 15th day of October, 1975.

X Raul Hernandez (SEAL)
 X Aida Hernandez (SEAL)

C. L. [Signature]
400 W. Madison
60606

23 265 415

Office

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STATE OF Ill.
COUNTY OF Cook } ss.

I, Zohrab Tony Tntosian, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raul Hernandez and Aida Hernandez, 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 15th day of Oct., 1975.

(Impress Seal Here)

Zohrab Tony Tntosian
Notary Public

Commission Expires Apr 13, 1979



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23205115

BOX No. 131
SECOND MORTGAGE
Trust Deed
TO
Mortgage Trust Company
1111 North Dearborn Street
Chicago, Ill. 60606

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT