

Account No. 16800356

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

23 354 538

This Indenture, WITNESSETH, That the Grantor Pantaleon Perez and wife Carmen Perez 914 No. California

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Thirty-five Hundred Twenty-eight and 72/100 (\$3,528.72) Dollars in hand paid, CONVEY AND WARRANT to Continental Illinois National Bank & Trust Co of Chicago whose principal address is 231 20 LaSalle Street 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 Thirty-nine (39) in the Subdivision of Block Five (5) and Six (6) in Cliffords Addition to Chicago, said Addition being a Subdivision of part of the East Half (1/2) of the Southwest Quarter (1/4) (except the South Half (1/2) of the Southeast Quarter (1/4) (except the East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 1 Township 39 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 Grantors Pantaleon Perez and Carmen Perez

justly indebted upon One principal promissory note bearing even date herewith, payable in monthly installments of \$98.02 beginning February 1, 1979, with the final payment due, if not sooner paid, on January 5, 1979.

THE GRANTOR covenant and agree 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 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 if no 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, 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 all prior incumbrances and the interest thereon from the date of payment at MORTGAGEE'S PER OPTION, shall be no more 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 MORTGAGEE'S PER OPTION, 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 complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, including 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, 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 proceedings, 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 suit, 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 and assigne of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that and assigne of 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.

In THE EVENT of the death, removal or absence from said County of the grantor, or of his refusal or failure to act, then any like cause said first successor fail or refuse to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be 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 26th day of October A. D. 19 75. Pantaleon Perez (SEAL) Carmen Perez (SEAL)

Twelve (12) per cent This instrument prepared by: George E. Schwertfeger, 231 S. La Salle, Chicago. 11

23 354 538

UNOFFICIAL COPY

State of Illinois  
County of Cook } ss.

*Milton Schaper*  
1976 JAN 14 AM 10 13

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

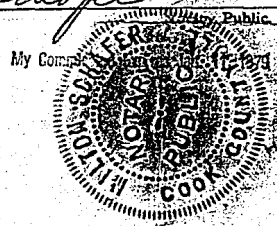
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I, Milton Schaper  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Done under my hand and Notarial Seal, this 31st day of December A. D. 1975

*Milton Schaper*  
Notary Public



Property of Cook County Clerk's Office

807 APR 28



Account No. 16800356

Box No.

SECOND MORTGAGE

Trust Deed

MAIL TO:

TO

CONTINENTAL ILLINOIS NATL BANK  
Attn: George E. Schwertfeger  
231 S. La Salle  
Chicago, Illinois 60690

23354538

END OF RECORDED DOCUMENT