

# UNOFFICIAL COPY

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

GEO E COLE & CO CHICAGO  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor 23 393 428  
JOSE PEREZ and LUCILLE PEREZ his wife

of the City Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Six Hundred Seventy Three and 65/100 Dollars  
in hand paid, CONVEY AND WARRANT to Alexander A. Tuman, Trustee  
of the City 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 appar-  
atus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the City Chicago County of Cook and State of Illinois, to-wit:  
Lot 40 in Lehmer's Subdivision of Block 9 in Canal Trustees Subdivision  
of the East Half of Section 31, Township 39 North, Range 14, East of the  
Third Principal Meridian, 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 TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.  
WHEREAS, The Grantor JOSE PEREZ and LUCILLE PEREZ, his wife  
justly indebted upon their principal promissory note bearing even date herewith, payable  
to the order of Century Savings and Loan Association dated  
in the amount of \$673.65 payable in 24 monthly payments beginning on the first  
day of February at \$28.07 per month.

THIS IS A LIMITED LIABILITY COMPANY

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 or loss of all buildings or improvements on said premises that they have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now on 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 Mortgagees or Trustees 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 so 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, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be as 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 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 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 procuring or completing abstract showing the whole title of said premises 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, 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 dissolved, 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 and 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 Cook County of the grantee, or of his refusal or failure to act, then Joseph E. Wolski 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 13th day of February A. D. 19 76

This instrument prepared by: Joseph E. Wolski (SEAL)  
Edmund H. Sadowski, attorney Lucille Perez (SEAL)  
1945 W. 35th Street Lucille Perez (SEAL)  
Chicago, Illinois 60609 \_\_\_\_\_ (SEAL)

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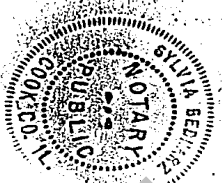
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*Atty. General*

NOTARIAL SEAL OF  
COOK COUNTY ILLINOIS

FEB-19-76 143292 • 23393428 u A --- Rec 10.00

State of Illinois }  
County of Cook } ss.



I, SYLVIA BEDNARZ  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
JOSE PEREZ and LUCILLE PEREZ, his wife

personally known to me to be the same persons whose name S at 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 notarial  
day of 13<sup>th</sup> day of Feb A. D. 19 76

Sylvia Bednarz  
Notary Public.

Property of Cook County Clerk's Office



23393428

Box No. 208

SECOND MORTGAGE

Trust Deed

Jose and Lucille Perez, his wife

TO

1722 West 33rd Street

Chicago, Illinois

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT