

UNOFFICIAL COPY

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

24521362

This Indenture, WITNESSETH, That the Grantor

IRENE N. MARIONNEAUX a/k/a IRENE N. MARTINEZ, divorced

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

for and in consideration of the sum of Thirty nine hundred sixty five and 04/100 Dollars

in hand paid CONVEY AND WARRANT to JOSEPH BERONNA, Trustee

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 26 in Block 6 in E. B. Shogren and Company's Avalon Park Subdivision being a Subdivision of Lots 1 to 25 and 27 to 45 in Block 3, Lots 1 to 19, 21 to 31, 33 to 39 and 42 to 46 in Block 4, Lots 1 to 45 in Block 5 and Lots 1 to 46 in Block 6 in Pine's Park, a Subdivision of the South West quarter of the North East quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, commonly known as 8236 South Kimbark, Chicago, 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 IRENE N. MARIONNEAUX a/k/a IRENE N. MARTINEZ, divorced

justly indebted upon her and principal promissory note bearing even date herewith, payable TRU LINK FENCE COMPANY, INC.,

for the sum of Thirty nine hundred sixty five and 04/100 Dollars (\$3965.04).

payable in 35 successive monthly installments each of \$119.14 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 10th day of Aug. 1978, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein set 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 on said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all building and improvements on said premises that they have been destroyed or damaged; (4) that water on said premises shall not be committed or suffered; (5) to keep all buildings on said premises in good repair; (6) to insure in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies now or hereafter to be selected by the trustee herein, with the first mortgagee, and second, to the trustee herein, in the event of fire, which policies shall be retained until the indebtedness is fully paid; (7) to pay all premiums, assessments 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 of the interest therein when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or release any tax lien or lien 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 the same with interest thereon from the date of payment at seven per cent per annum, shall be an 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 said 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 the foreclosure hereon, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of printing or composing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the less 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. 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 thereof given, until all such expenses and disbursements and the cost of suit, including attorney'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 acting 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.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his natural or lawful heir, then August G. Merkel 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 grantor or his successor in trust, shall release said premises to the party entitled, or receiving the reasonable charges.

Witness the hand and seal of the grantor this 3rd day of July A. D. 1978

X Irene Marionneau Martinez
AUGUST G. MERKEL
SEAL
SEAL
SEAL
SEAL

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1978 JUL 6 AM 10 24

State of Illinois
County of Cook

} ss.

JUL-6-78 8:40 AM 2-0120

I, Michael Levin

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
IRENE N. MARICHOEUX a/k/a IRENE N. MARTINEZ, divorced

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 31st
day of July, 1978

Michael Levin
Notary Public

Property of Cook County Clerk's Office



Box No. 246

SECOND MORTGAGE

Trust Deed

IRENE N. MARICHOEUX a/k/a
IRENE N. MARTINEZ, divorced
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

S. J. Hall

Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

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