

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

24608101

This Indenture, WITNESSETH, That the Grantor s

CARLOS TORRES and ROSE MARIE TORRES, his wife.

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Twenty four hundred three and 00/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 appa-
ratus 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 3 (except the North 90 feet thereof) in Block 1 in Fred H. Bartlett's
63rd Street Subdivision of the East half of the Southwest quarter of Section
45, Township 30 North, Range 13, East of the Third Principal Meridian (except
the West 33 feet) also the North 175.71 feet of that part of the West half
of said Southwest quarter lying West of the East 133 feet thereof, in Cook
County, Illinois, commonly known as 5934 S. Kostner Avenue, Chicago, Illinois

Hereby releasing and waiving all right 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 s CARLOS TORRES and ROSE MARIE TORRES, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
NORTHWEST NATIONAL BANK OF CHICAGO,
for the sum of Twenty four hundred three and 00/100 Dollars (\$2403.00)
payable in 35 successive monthly instalments each of \$66.75 except the final
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 5th day of Oct. 1978, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR covenant and agree 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 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 grantor 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
the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness incurred 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 the date 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 here-
of, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, 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 pro-
ceeding 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
proceeding, which proceeding, 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 grantee, or of his refusal or failure to act, 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 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 29th day of August A. D. 19 78

Carlos Torres (SEAL)
Rose Marie Torres (SEAL)
(SEAL)
(SEAL)

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State of Illinois }
County of Cook } ss.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
CARLOS TORRES and ROSE MARIE TORRES, his wife

personally known to me to be the same persons whose names are 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 29th
day of August A. D. 19 78

Robert S. Hall
August 20 1978

Notary Public.



Property of Cook County Clerk's Office

1978 AUG 31 AM 10:48
COOK COUNTY ILLINOIS

RECORDED *Robert S. Hall*

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Box No. 246

SECOND MORTGAGE

Trust Deed

CARLOS TORRES and
ROSE MARIE TORRES, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. La. White

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

24608101

END OF RECORDED DOCUMENT