

UNOFFICIAL COPY

RECORDS DEPARTMENT
SECURED MORTGAGE FORM (MORTGAGE)

JANUARY, 1988

24 665 738

LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Gilbert Garrido and Hilda Teresa Garrido, His Wife
(hereinafter called the Grantor), of the City of Des Plaines County of Cook
and State of Illinois, for and in consideration of the sum of Nine thousand Five hundred thirteen and 12/100ths (\$9,513.12) Dollars
in hand paid, CONVEYS AND WARRANTS to The Des Plaines Bank, 1223 Oakton Street
of the City of Des Plaines 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Des Plaines County of Cook and State of Illinois, to-wit:

Legal Description attached hereto and made a part hereof.

Parcel 1:

That part of Lot 9 described as follows:

Beginning at the South East corner of said Lot turning thence North Westerly along a line forming an angle of 46 degrees 40 minutes 30 seconds from South to North West with the South line of said Lot, a distance of 104.95 feet, thence South Westerly 87.12 feet to a point on the South line of said Lot, 331.84 feet East of the South West corner of said Lot thence East on the South line of said Lot, 113.96 feet to the point of beginning in Terrsal Park Subdivision beginning a point of the East half of the North West quarter of the South East quarter of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian

Also

Parcel 2:

The East 8 feet of the West 222.81 feet (both measured at right angles to the West line) of the South 20 feet of the North 270 feet (both measured at right angles to the North line of Lot 9 in Terrsal Park Subdivision being a part of the East half of the North West quarter of the South East quarter of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian

Also

Parcel 3:

Easements as shown on the plat of Terrsal Park Subdivision recorded March 19, 1959 as document number 17484786 and plat of correction thereto recorded April 29, 1959 as document number 17523382 and plat of correction thereto recorded June 25, 1959 as document number 17579957 and as set forth in the Declaration of easements and Exhibit 'A' thereto attached recorded June 25, 1959 as document number 17579958; and as created by the Deed recorded April 8, 1971 as document number 21444054 all in Cook County, Illinois

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Property of Cook County MORTGAGE

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 Gilbert Garrido and Hilda Teresa Garrido, His Wife justly indebted upon a certain installment ~~XXXXXX XXXXXX~~ note bearing even date herewith, payable In Forty-eight (48) monthly installments of \$198.11 commencing on October 25, 1978.

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 thirty 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 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 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 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, charges for documentary evidence, stenographer's charges, cost of procuring a complying 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 dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the 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 complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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 or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then The Des Plaines Bank 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, hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seal of the Grantor S. this 28th day of September, 1978

Gilbert Garrido (SEAL)

Hilda Teresa Garrido (SEAL)

This instrument was prepared by
Richard B. Gould, Attorney At Law
1100 W. Northwest Hwy., Mt. Prospect, IL 60056

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State of Illinois
County of Cook

RECORDED
11-11-78

11-11-78

NOTARY PUBLIC

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I, Michael G. Kappos, Notary Public in and for said County, in the State aforesaid, do hereby certify that 11.00
Gilbert Garrido and Hilda Teresa Garrido, His Wife



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 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 29th day of Sept. A. D. 1978.

Michael G. Kappos
Notary Public.

Property of Cook County Clerk's Office

11-00

24665738



Doc. No. 191113
SECOND MORTGAGE
Trust Deed

TO

THE DES PLAINES BANK
1223 OAKTON ST.
DES PLAINES, ILL. 60018

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT