

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

24781069

This Indenture, WITNESSETH, That the Grantor is

LUIS A. GARZA and MARIA GUADALUPE GARZA, his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Thirty four hundred eighty seven and 20/100 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 appar-  
atus 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:  
Lots 16 and 17 in Block 8 in the Subdivision of Blocks 4, 5, 6, 7, 8 and 9  
in E. Simon's Subdivision of the South East quarter of Section 35, Township  
10 North, Range 13, East of the Third Principal Meridian, commonly known as  
1041 N. Drake, 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 is LUIS A. GARZA and MARIA GUADALUPE GARZA, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable  
BILL-RIE CONSTRUCTION COMPANY,

for the sum of Thirty four hundred eighty seven and 20/100 Dollars (\$3487.20)

payable in 59 successive monthly instalments each of \$58.12 except the final  
instalment which shall be equal to or less than the monthly instalments due  
on the note commencing on the 1st day of Feb. 1979, 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 of 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 the premises, to 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 procure 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 kept 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 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 accrued 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 here-  
of including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or conducting 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 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release of the grantor, administrators  
and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the benefit of the grantor, administrators  
and assigns of said grantor, 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 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 grantor, or of his wife, at any time to wit, 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 22nd day of December A. D. 1978

*Luis A. Garza* (SEAL)  
*Maria Guadalupe Garza* (SEAL)  
(SEAL)  
(SEAL)

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24781069



State of Illinois }  
County of Cook } ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
LUIS A. GARZA and MARIA GUADALUPE GARZA, his wife

personally known to me to be the same person whose names are 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 22nd  
day of December A. D. 19 78

*[Signature]*  
Notary Public.



1978 DEC 28 AM 10 19

RECORDS OF DEEDS  
COOK COUNTY ILLINOIS

RECORDED *[Signature]*

DEC-28-78 195440 24781069 A - REC

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Doc. No. 246

SECOND MORTGAGE  
**Trust Deed**

LUIS A. GARZA and  
MARIA GUADALUPE GARZA, his wife

TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

*[Signature]*

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

END OF RECORDED DOCUMENT