

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24816042

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That ALBINA MINELGA  
(hereinafter called the Grantor), of 3048 West 54th Chicago Illinois  
(No. and Street) (City) (State)  
for and in consideration of the sum of TEN (\$10.00) Dollars  
in hand paid, CONVEYS, AND WARRANTS, to ALBERT GRUENWALD and JOSEPHINE GRUENWALD  
of 5335 South Talman Chicago Illinois  
(No. and Street) (City) (State)  
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
lowing described real estate, with the improvements thereon, including all heating, air-conditioning, 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 5 in Ralph Vaceks' resubdivision of Lots 69 to  
75 and Lots 102 to 110 in J. F. Triska's subdivision  
of the West 22 acres of the East 33 acres of the  
South 42 - 1/2 acres of the West 1/2 of the South-  
west 1/4 of Section 12, Township 38, Range 13, East  
of the Third Principal Meridian in Cook County,  
Illinois.

Commonly known as: 3048 West 54th Street  
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 ALBINA MINELGA  
justly indebted upon \$5,179.83 principal promissory note bearing even date herewith, payable  
in equal monthly installments of \$234.37 commencing February 1, 1979  
and ending with a final payment of said amount on January 1, 1981 at an  
annual rate of eight per cent (8%) and payable to ALBERT and JOSEPHINE  
GRUENWALD.

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, when due 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 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 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 secondly 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 a breach of any of the legal holder thereof, without notice, become immediately due and payable, and with interest  
thereon from time of such breach at eight 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 fore-  
closure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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 de-  
cree 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 with-  
out 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.

The name of a record owner is: ALBINA MINELGA  
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 Albina Minelga 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 1st day of February, 1979

*Albina Minelga*  
(SEAL)

THE INSTRUMENT PREPARED BY:

VAL J. BYLANTIS  
ATTORNEY-AT-LAW  
2458 WEST 69th STREET  
CHICAGO, ILLINOIS 60629  
778-8000

(SEAL)

This instrument was prepared by

(NAME AND ADDRESS)

UNOFFICIAL COPY

1979 JAN 25 AM 10 52

STATE OF ILLINOIS

COUNTY OF COOK

JAN 25 1979

2481604

10.15

I, Gintaras P. Cepenas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALBERT GRUENWALD and JOSEPHINE GRUENWALD are

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 they signed, sealed and delivered the said instrument as a 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 1st day of February, 1979.



Commission Expires My Commission Expires March 3, 1982

Gintaras P. Cepenas  
Notary Public

10<sup>00</sup> MAIL

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TO  
\_\_\_\_\_  
\_\_\_\_\_

2481604

GEORGE F. COLLINS  
LEGAL FORMS

END OF RECORDED DOCUMENT