

# UNOFFICIAL COPY

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

24992808

This Indenture, WITNESSETH, That the Grantor S. Alonso Cortes and Maria Cortes (His Wife)

of the City of Maywood County of Cook and State of Illinois  
for and in consideration of the sum of Fifty-Nine Hundred and Ninety, and 40/100 Dollars  
in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago  
of the City of Chicago County of Cook and State of Illinois  
and to his successors in said 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 every appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the City of Maywood County of Cook and State of Illinois, to-wit:  
N.  $\frac{1}{4}$  of Lot 1<sup>st</sup> and Lot 13 in Block 239 in Maywood, in the South  
 $\frac{1}{4}$  of the S. W.  $\frac{1}{4}$  of Section 2, Township 39 North, Range 12 and  
the West  $\frac{1}{4}$  of Section 11 and the N. W.  $\frac{1}{4}$  of Section 14 Township  
39 North, Range 12 East of the Third Principal Meridian.

Herby 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 S. Alonso Cortes and Maria Cortes (His Wife)

justly indebted upon A. principal promissory note bearing even date herewith, payable  
To Merchandise National Bank of Chicago in the amount of \$5,990.40  
to be made in 60 equal installments of \$99.84 each, beginning  
July 5, 1979 and ending June 5, 1984.

The Grantor S. covenant.... and agree.... as follows: (1) To pay said indebtedness, and the interest thereon, in full and in said note provided,  
according to any agreement extending time, payable monthly or quarterly, to the first day of June of each year, all taxes and assessments against said premises,  
and on demand to exhibit record for (2) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises  
that may be 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  
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 claim attached, paying to the grantee herein, the sum of \$1,000.00 per month, and the Trustee, the sum of \$1,000.00 per month,  
may appear, which policies of insurance shall remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances,  
and the same to be deducted 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 disbursements, and may collect the same from the grantor or pay the same to the grantee or  
the holder of said indebtedness, and the same to be deducted from the time of payment, and all money so paid by the grantor, agrees to be paid immediately without demand, and  
the same to be deducted 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 said indebtedness had then matured by  
express agreement.

It is AGREED by the grantor S., that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof,  
including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole  
title of said premises embracing foreclosure decree, and all other expenses of such proceeding, and all costs of sale, shall be paid by the grantor S.. All such expenses  
and disbursements, which 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 diminished, nor a release hereof given, until all such expenses  
and disbursements, and the costs of suit, including solicitor's fees have been paid by the grantee, or his heirs, executors, administrators  
and assigns of said grantor S., waived. In the event that the grantee or his heirs, executors, administrators and assigns of said grantor S., shall receive any income from said premises pending such foreclosure, or any rents, issues and profits of the said  
premises under said grantor S., 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  
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 covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to  
the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 4th day of June A. D. 19 79

This document prepared by

Mariam Agar

Merchandise National Bank  
Merchandise Plaza  
Chicago, Illinois 60634

24992808

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State of Illinois }  
County of Cook }

I, Milton Schafer

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Alonso Cortes and Maria Cortes (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 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.

Subs under my hand and Notarial Seal, this 4th  
day of June A. D. 1979

*Milton Schafer*  
Notary Public  
ILLINOIS  
COOK COUNTY

My Commission Expires Jan. 11, 1982

RECORDED IN  
COOK COUNTY

1979 JUN 7 AM 10 15  
JUN-7-79 596270 24992800 A REC 100



Box No. 422

SECOND MORTGAGE

Trust Deed

Alonso Cortes and Maria  
Cortes (His Wife)

To

Merchandise National Bank of  
Chicago  
Merchandise Mart  
Chicago, Illinois 60654  
Installment Loan

24992800

END OF RECORDED DOCUMENT