

UNOFFICIAL COPY

TRUST DEED
MORTGAGE FORM (Illinois)

FORM No. 299
September, 1976

24 002 787

GEORGE L. COLL
LEGAL FORMS

THIS INSTRUMENT, WITNESSED BY **DOMINGO RAMIREZ, JR., and CATALINA RAMIREZ,**
his wife,
hereinafter called the Grantor, of **2819 South Koln** **Chicago** **Illinois**
(City) (State)

for and in consideration of the sum of **THREE THOUSAND FIVE HUNDRED AND NO/100** Dollars
in hand paid, CONVEY AND WARRANT to **JOSE ANGEL CARDENAS and CARLA CARDENAS**

of **Chicago** (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 6 in E. H. Bartlett's Subdivision of Block 6 and 7
(except the East 140.77 feet thereof) in Reid's Subdivision
of the West 1/2 of the South East 1/4 of Section 27, Township
19 North Range 13 East of the Third Principal Meridian,
in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois
to the extent, nevertheless, for the purpose of assuring performance of the covenants and agreements herein
WITNESSETH the Grantor **DOMINGO RAMIREZ, JR., and CATALINA RAMIREZ** are
personally indebted upon **their** principal promissory note bearing even date herewith, payable
in accordance with Installment Note

The covenants, conditions and agreements are as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said note or
notes provided, on 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 selected by the grantee
herein, which policy is authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with
loss clause attached payable only to the first Trustee of Mortgage, and to extend to the Trustee herein as then and as may appear, with
policy to be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all taxes, assessments,
and the interest thereon at the time or times when the same shall become due and payable.

In the event of failure to perform any provision of any agreement of the prior encumbrance, or the interest thereon when due, the
covenant of the holder of said indebtedness may, at his option, in his discretion, at the pleasure of a court of competent jurisdiction, tax
he or his heirs, assigns and personal representatives, and the heirs, assigns and personal representatives of the grantor, from time to time, and all money so paid,
the amount of such tax, interest, and the same with interest thereon from the date of payment at an interest rate of ten per cent
per annum shall be a charge on the indebtedness secured hereby.

In the event of a breach of any of the above covenants or agreements, the whole or said indebtedness, including principal and all
accrued interest, shall, at the option of the holder of the debt, without notice, become immediately due and payable, and with interest
thereon from time to time at a rate of 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-
gree of sale shall have been entered or not, shall not be dismissed, nor release heretofore given, until all such expenses and disbursements, and
the costs of suit and other 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 of charge of said premises
with power to collect the rents, issues and profits of the said premises.

The name of the said owner is **DOMINGO RAMIREZ, JR. and CATALINA RAMIREZ**
County of the grantee, or of his resignation,
Is the Trustee of the death or removal from said **County of the grantee, or of his resignation,**
refusal to take the death or removal from said **County of the grantee, or of his resignation,**
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 above 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 hands and seal of the Grantor on this **17th** day of **June**, 19 **77**

THIS INSTRUMENT PREPARED BY
TERRY P. ELAND
ATTORNEY AT LAW
1853 Bloomingdale Road
Glendale Heights, IL 60137

DOMINGO RAMIREZ, JR. (SEAL)
CATALINA RAMIREZ (SEAL)

This instrument was prepared by _____
(NAME AND ADDRESS)

STATE OF Illinois
COUNTY OF DuPage

I, SHERRY L. TAYLOR, a Notary Public in and for said County, in the
Notary Office DO HEREBY CERTIFY that DORINGO RAMIREZ, JR., and
CATALINA RAMIREZ, his wife,

personally known to me to be the same person s whose name s 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 17th day of June, 1977

(Impress Seal Here)

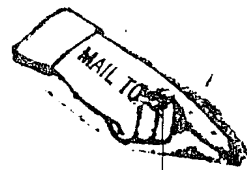
Sherry L. Taylor
Notary Public

Commission Expires June 27, 1978

10⁰⁰ MAIL

24022797

BOOKS
SECOND MARRIAGE
Trust Deed



*TERRY BLAND
1553 Blomrigade
Glendale Heights, Ill. 60137*

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT