

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

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GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Balbino M. Cruz & Maria Cruz, his wife  
5401 W. Crystal Ave.  
 (hereinafter called the Grantor), of the City of Chicago County of Cook  
 and State of Illinois, for and in consideration of the sum of Eight Thousand Fifty  
& 80/100 (\$8050.80) Dollars  
 in hand paid, CONVEY AND WARRANT to Ruben Harris, as Trustee  
 of the City of Maywood 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 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 Miller and Hopkin's Subdivision of Lot 1 and the West 1/2 of  
Lot 2 in Block 4 and Lots 1, 2, 3 and 6 in Block 6 in Collins,  
Gantlett and Dunas' Austin Manor, being a Subdivision of Lots 2, 3,  
4 and 5 of the Partition of the West 10.278 acres of the East 42.912  
acres of the South 1/2 of the North West 1/4 of Section 4, Township 39  
North, Range 13 East of The Third Principal Meridian also of Lot 5  
in the Part North of the West 10.728 of the East 42.912 acres of the  
South 1/2 of the North West 1/4 of Section 4, Township 39 North, Range  
13, East of the Third Principal Meridian, according to the Plat  
thereof recorded as Document 8360654.

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 Grantors Balbino M. Cruz & Maria Cruz, his wife  
 justly indebted upon one principal promissory note bearing even date herewith, payable

in the sum of Eight Thousand Fifty & 80/100 dollars (\$8050.80)  
 payable in sixty (60) equal and successive monthly installments  
 of One Hundred Thirty-four & 18/100 dollars (\$134.18) each  
 beginning November 15, 1976 and ending October 15, 1981

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 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 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 to insure, or pay taxes or assessments, of the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance to 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 and 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, delays for documentary evidence, stenographer's charges, cost of procuring or completing 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 rights 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 County of the grantee, or of his resignation,  
 refusal or failure to act, then Melvin Cohen 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 9th day of October, 19 76

Balbino M. Cruz (SEAL)

Maria Cruz (SEAL)

This instrument was prepared by  
 Ruben Harris  
 Intercontinental Center  
 Maywood, Illinois 60153



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STATE OF Illinois  
COUNTY OF Cook

ss.

*Paul Harris*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Balbino M. Cruz & Maria Cruz, his wife

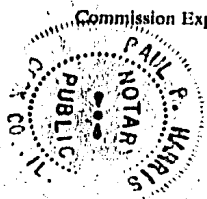
personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 9th day of October, 1976.

(Impress Seal Here)

*Paul Harris*  
Notary Public

Commission Expires 7-5-77



24067126

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

**HARRIS LOAN & MORTGAGE CORP.**  
International Center, Suite 300  
1111 North Dearborn Street, Chicago, Ill. 60610  
Tel. 312-441-6443  
GEORGE E. COLE  
LEGAL FORMS

**END OF RECORDED DOCUMENT**