

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 216 495

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That Raul P. Alaniz and Cathie B. Alaniz
 hereinafter called the Grantor(s), of 2214 W. 19th Street, Chicago, Illinois 60608
 (No. and Street) (City) (State)
 for and in consideration of the sum of Eighteen Thousand Three Hundred Ninety-One and 44/100
 Dollars in hand paid, CONVEY AND WARRANT to Marina Bank
 at 307 N. Michigan Avenue, Chicago, Illinois 60601
 (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:

The East 8 feet of Lot 48 and the West 17 feet of
 Lot 49 in Block 4 in Johnson's Subdivision of the
 North 1/2 of the West 1/2 of the South West 1/4 of
 Section 19, Township 59 North, Range 14 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.
 IS TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor(s) Raul P. Alaniz and Cathie B. Alaniz are
 justly indebted upon a Note and Security Agreement, principal promissory note - bearing even date herewith, payable
 as follows:

The sum of Eighteen Thousand Three Hundred Ninety-One and 44/100
 Dollars (\$18,391.44) payable in 59 installments of \$306.52 each
 and a final installment of \$306.76, beginning on December 15, 1977.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth 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 to reline
 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 trustee
 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 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.

IS THE GRANTOR in failure so to insure, or pay taxes or assessments, or the prior incumbrances of 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 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 eight per cent
 per annum shall be so much additional indebtedness secured hereby.

IS THE GRANTOR in breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all
 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 dec-
 ree 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:

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation,
 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 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 hands and seals of the Grantor(s) this 10th day of November, 1977.

Raul Alaniz (SEAL)
 Cathie B. Alaniz (SEAL)

Joan E. Sehr, Assistant Vice President,
 Marina Bank, 307 N. Michigan Ave., Chicago, Ill.

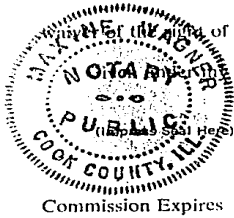
This instrument was prepared by (NAME AND ADDRESS)

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Maxine Wagner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raul P. Alaniz and Cathie D. Alaniz, 2214 W. 19th Street, Chicago, Illinois 60608 personally known to me to be the same persons whose names were 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



hand and notarial seal this 10th day of November, 1977.

Maxine Wagner
Notary Public

1977 NOV 30 AM 9 40



BOX No.

SECOND MORTGAGE
Trust Deed

Raul P. Alaniz and
Cathie D. Alaniz
2214 W. 19th Street
Chicago, IL 60608

TO

Marina Bank
507 N. Michigan Avenue
Chicago, Illinois 60601



GEORGE E. COLE
LEGAL FORMS

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END OF RECORDED DOCUMENT