

# UNOFFICIAL COPY

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

This Indenture, WITNESSETH, That the Grantor S.....  
SIMON RIVERA and ARACELIA RIVERA, his wife  
of the City of Chicago, County of Cook, and State of Illinois  
for and in consideration of the sum of Sixty five hundred four and 60/100 Dollars  
in hand paid, CONVY. AND WARRANT to JOSEPH DEZONNA, Trustee  
of the City of Chicago, County of Cook, and State of Illinois  
and to his successors in trust hereafter 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 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 14 in W. E. Hettnerman's Subdivision of Lots 3 and 4 and vacated alley in  
Block 2 of Superior Court Partition of Blocks 2, 4, 7 and the West 1/2 of Block  
3 and the South 1/2 of Lot 8 in Cochran and others Subdivision of West 1/2  
of the South East 1/4 of Section 6, Township 39 North, Range 14, East of the  
Third Principal Meridian, commonly known as 1138 N. Winchester, 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 Grantors SIMON RIVERA and ARACELIA RIVERA, his wife  
justly indebted upon their one principal promise void bearing even date herewith, payable  
LEADER BUILDERS AND CONSTRUCTION COMPANY,  
for the sum of Sixty five hundred four and 60/100 Dollars (\$6504.60)  
payable in 59 successive monthly instalments each of \$108.1 except the final  
instalment which shall be equal to or less than the monthly instalments due  
on the note commencing on the 10th day of May 1978 and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

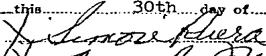
The Grantor, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or  
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against all premises  
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  
and the cost thereof to be paid by the grantor, and the amount so expended to be added to the indebtedness; (4) to pay all taxes and assessments on the value of  
the first mortgage indebtedness, with five clause attached payable first, to the first Trustees or Mortgagors, and second, to the Trustees herein as their interests  
and the interest thereon, 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 therein, whether the grantee or the holder  
of said title, or any other person, may be entitled thereto, the grantor, or the holder of said title, or any other person, shall be liable to pay all such additional  
expenses and disbursements and the interest thereon from time to time; and all money so paid, the grantor, agree, 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 failure to pay taxes or assessments, or the prior incumbrances or the interest therein, whether the grantee or the holder  
of said title, or any other person, may be entitled thereto, the grantor, or the holder of said title, or any other person, shall be liable to pay all such additional  
expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators  
and assigns of the grantor, waive all right to the possession of, and income from, any premises pending such foreclosure proceedings, and agree, that  
the sheriff, or any bill of sale, or assignment, or transfer in title, shall not interfere with the right of the party claiming under said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then  
August G. Merker, 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 in case 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 hand and seal of the grantor this 30th day of March A. D. 1978


(SEAL)

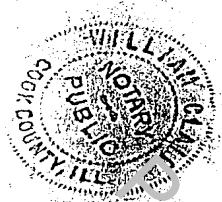
(SEAL)

(SEAL)

(SEAL)

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State of Illinois  
County of Cook } ss.



I, William C. O'Brien,  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
SIMON RIVERA and ARACELIA RIVERA, 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.

Subscribed under my hand and Notarial Seal, this 30th  
day of March A. D. 1978

William C. O'Brien  
Notary Public.

1978 APR 3 PM 1 14

RECOORDER OF DEEDS  
COOK COUNTY ILLINOIS

RECOORDER *Elmer F. Johnson*

APR-3-78 37017 21586015 A - REC 10.00

10<sup>00</sup>

Box No. 2016

## SECOND MORTGAGE Trust Deed

SIMON RIVERA and

ARACELIA RIVERA, his wife

To

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

*A. J. Mette*

Northeast National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT