

25410345

TRUST AGREEMENT - MORTGAGE SECURED BY DEED (ILLINOIS)

This Indenture, WITNESSETH, That the Grantors

FERNANDO CASTILLO and CONSTANCE M. CASTILLO, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Thirty five hundred twenty nine and 44/100 Dollars

to hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois

and to his successors in trust for further names, for the purpose of securing performance of the covenants and agreements herein, the following descent of real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every other improvement thereon, 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 20 in Block 1 in J. B. Hill and Company's Boulevard Addition to Irving

Park being a Subdivision by Alfonso H. Hill in the East 1/2 of the West 1/2 of

the South East 1/2 of Section 14, Township 40 North, Range 13, East of the

Third Principal Meridian, in Cook County, Illinois, commonly known as 4321 N.

Laward, Chicago, Illinois.

Having releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

As Trustee, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors FERNANDO CASTILLO and CONSTANCE M. CASTILLO, his wife

are indebted upon their one principal promissory note bearing even date herewith, payable

GREATWAY CONSTRUCTION COMPANY,

for the sum of Thirty five hundred twenty nine and 44/100 Dollars (\$3529.44)

payable in 23 successive monthly instalments each of \$147.00 plus 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, 1980, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

THE GRANTORS covenant, warrant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, 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 so 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 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 kept 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.

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 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 grantee 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 as 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 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, cost 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 said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be 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 a release thereof given, until all such 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 said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any 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 grantor, or of his refusal or failure to act, then

August G. Merkel 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 29th day of March, A. D. 1980.

Fernando Castillo (SEAL)
Constance Castillo (SEAL)

25410345

Office

UNOFFICIAL COPY

State of Illinois  
County of Cook } ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
FERNANDO CASTILLO and CONSTANCE M. CASTILLO, his wife

personally known to me to be the same persons whose names 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 \_\_\_\_\_ 29th  
day of March A. D. 19 80

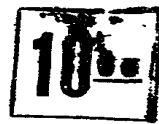
Lorella Diamond  
Notary Public.

My Commission Expires Nov. 30, 1981



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Box No. 216  
**SECOND MORTGAGE**  
**Trust Deed**

FERNANDO CASTILLO and  
CONSTANCE M. CASTILLO, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
L. J. De Matte  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

25410345

END OF RECORDED DOCUMENT