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25443659

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

This Indenture, WITNESSETH, That the Grantor German Cifuentes and wife Anna

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of One Dollars
in hand paid, CONVEY S AND WARRANTS to Merchandise National Bank of Chicago
of the City of Chicago County of Cook and State of Illinois
and to his successors hereinafter 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 every 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 two (2) in Block twenty four (24) in the Chicago Land
Investment Company's Subdivision in the North East quarter
of Section thirty three (33), Township forty (40) North, Range
thirteen (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.
In TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor German Cifuentes and wife Anna
justly indebted upon a principal promissory note bearing even date herewith, payable
to Merchandise National Bank of Chicago in the total amount of
\$5,353.20, with 60 monthly installments of \$89.22 each, beginning
June 1, 1980

The Grantor S, covenant, and agree, as follows: (1) To pay and keep indebtedness and the interest thereon, as herein and in said note provided, according to any agreement extending time of payment; (2) to pay taxes to the tax assessor in such year, all taxes and assessments against said premises, or as demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to said building or any part thereof, or any improvements on said premises, that may have been destroyed or damaged; (4) that wants to said premises shall not be committed or suffered; (5) to keep all buildings, structures and 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; (6) to defend the title to the property to the trustee or Mortgagor, and, second, to the Trustee herein as to all interests which 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.

In THE EVENT of failure to pay taxes, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, or such other person, may, at any time, 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, or the holder of the same, shall be repaid immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum.

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 option of the holder, after 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 S, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, of including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said property, recording fees, costs of publication, 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, shall be liable to be paid by the grantor S. All such expenses and disbursements shall be an additional item upon said premises, shall be taxed as costs and included in any decree that may be made in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and all costs of suit, shall be fully paid. The grantor S, and for the heirs, executors, administrators and assigns of said grantor S, waive all right to the possession of, and indemnify the holder of such foreclosure proceedings, and agrees, 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 S, or to any party claimant under said grantor S., 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 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 seal of the grantor S, this 1st day of May A. D. 19 80
This document prepared by

Marian Aguirre

Merchandise National Bank
Merchandise Plaza
Chicago, Illinois 60654

German R. Cifuentes

(SEAL)

Ana Cifuentes

(SEAL)

(SEAL)

(SEAL)

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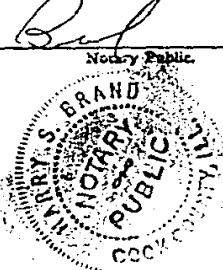
State of Illinois
County of Cook

I, Harry S. BRAND

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
German Cifuentes and wife Anna

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.

Subs under my hand and Notarial Seal this
day of May A.D. 1936



My Commission Expires July 6, 1938

1980 MAY 2 AM 9 36

MAY-2-38 293635 25443650 10.00



Box No. **BOX 422**
SECOND MORTGAGE
Trust Deed

German Cifuentes and wife

Anna

To
Merchandise National Bank

BOX 422

25443650

END OF RECORDED DOCUMENT