

UNOFFICIAL COPY

25443659

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

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

of the City Chicago County of Cook and State of Illinois
for and in consideration of the sum of One Dollars

in hand paid, CONVEYS AND WARRANTS to Merchandise National Bank of Chicago
of the City 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 thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City 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. covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 or improvements on said premises 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 indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 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 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 S. that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays 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 S.; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor S. 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor S., for said grantor S. and for the heirs, executors, administrators and assigns of said grantor S. waives all right to the possession of, and income from, said premises pending 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 standing 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 grantee, or of his refusal or failure to act, then Merchandise National Bank of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor shall or refuse to act, the persons 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 grantor 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 S. this 1st day of May A. D. 19 80

This document prepared by

Manion Agn

German R. Cifuentes (SEAL)

Anna Clara Cifuentes (SEAL)

Merchandise National Bank

Merchandise Plaza

Chicago, Illinois 60654

(SEAL)

(SEAL)

(SEAL)

25443659

State of Illinois
County of Cook } ss.

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.

Given under my hand and Notarial Seal, this 1st
day of May A. D. 1980

Harry S. Brand
Notary Public.

My Commission Expires July 8, 1983



1980 MAY 2 AM 9 36

MAY-2 '80 293635 25443659 10.00

10-99

Box No. **BOX 422**

SECOND MORTGAGE

Trust Deed

German Cifuentes and wife

Anna

TO

Merchandise National Bank

BOX 422

25443659