

DEED—SECOND MORTGAGE FORM (ILLINOIS)

25570866

**Deed and Mortgage.** WITNESSETH, That the Grantors  
 JORGE LUNA and VIRGINIA LUNA, his wife  
 of the City of Chicago County of Cook and State of Illinois  
 for and in consideration of the sum of Twenty four hundred fifty two and 32/100 Dollars  
 in 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 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 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 44 in Geddes Subdivision of Lots 4 to 50 in Block 1 and Lots 1 to 50 in  
 Block 2 in the Subdivision of Block 12 in the Subdivision of the Southeast 1/4  
 and the East 1/2 of the Southwest 1/4 of Section 26, Township 39 North, Range 13,  
 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as  
 2711 S. Sawyer, 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, JORGE LUNA and VIRGINIA LUNA, his wife  
 justly indebted upon their one principal promissory note bearing even date herewith, payable  
 NEW LINCOLN HOME IMPROVEMENT COMPANY,  
 for the sum of Twenty four hundred fifty two and 32/100 Dollars (\$2452.32)  
 payable in 35 successive monthly instalments each of \$68.12, except the final  
 instalment which shall be equal to or less than the monthly instalments due  
 on the note commencing on the 15th day of Oct. 1980, and on the same date of  
 each month thereafter, until paid, with interest after maturity at the highest  
 lawful rate.

The Grantors covenant and agree 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 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 his or her interest  
 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 so to insure, or pay taxes or assessments, or the true 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 Grantors, 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 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 here-  
 of including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs 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 pro-  
 ceeding 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 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 sale, 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 grantee, 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 2nd day of September A. D. 1980

(SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

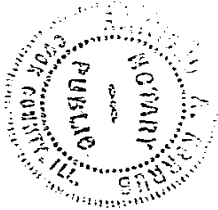
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UNOFFICIAL COPY

State of Illinois )  
County of Cook ) ss.

I, RAYMOND A. KORRUB

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JORGE LUNA and VIRGINIA LUNA, his wife



personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 2nd  
day of September A. D. 1980

Raymond A. Korrub  
Notary Public.

Property of Cook County Clerk's Office

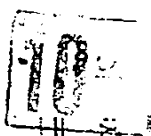
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Box No. 246

SECOND MORTGAGE  
**Trust Deed**

JORGE LUNA and  
VIRGINIA LUNA, his wife  
TO  
JOSEPH DEZONNA, Trustee



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

25570888

END OF RECORDED DOCUMENT