

UNOFFICIAL COPY

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

25928124

This Indenture, WITNESSETH, That the Grantor
Guadalupe Flores and wife Maria De Jesus
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 AND WARRANT to Merchandise National Bank of Chicago
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 50 in the subdivision of Blocks 2 and 3 in Burton's Subdivision of that part North of Archer Road of the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Herby 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, Guadalupe Flores and wife Maria De Jesus

justly indebted upon a principal promissory note bearing even date herewith, payable to the Merchandise National Bank of Chicago in the total amount of \$6,177.00, with 60 equal installments of \$102.55 each, beginning August 5, 1981.

THE GRANTOR, covenant and agree.... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, according to any acceleration existing time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and to defend the same in every action or proceeding; (3) to pay all disbursements, expenses and costs of collection, including attorney fees, in full, for all 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 and hereafter erected thereon 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 this mortgage indebtedness, with premiums attached payable first to the first Trustee or Mortgagor, and second, to the Trustee herein as to all interests may happen to vest in him, 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, fine or title affecting said premises or pay all prior incumbrances at seven per cent, per annum, shall be added to the principal indebtedness, and the same shall bear interest thereon from the date of payment at seven per cent, per annum, shall be added to the principal indebtedness, and the same shall bear interest thereon from the date of payment 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 agreement.

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, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises, embracing foreclosure decree, and of paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceedings, which may be instituted, or may be taken, in respect of the same, 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, for said grantee, and for the heirs, executors, administrators, assigns of said grantee, and for all persons to whom the same may be sold, released, or otherwise transferred, shall remain liable for all costs and expenses of sale, and for all taxes and assessments of said premises, and for all costs and expenses of sale, and for all taxes and assessments of said premises pending such foreclosure proceedings, and agrees.... that upon the filing of any suit to foreclose this Trust Deed, or court in which such suit is filed, at once and without notice to the said grantor, or to any party claiming under him, he, or his assignee, or any other person having power to collect the rents, issues and profits of the said premises,

In the event of the death, removal or absence from _____ Cook _____ County of the grantee, or of his refusal or failure to act, then Merchandise National Bank of Chicago _____ 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 survivor 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 above covenants and instruments are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 30th day of May A. D. 1981

Guadalupe Flores

(SEAL)

Maria de Jesus Flores

(SEAL)

(SEAL)

(SEAL)

This document prepared by

M. J. Agar

Merchandise National Bank
Merchandise Plaza
Chicago, Illinois 60611

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State of Illinois }
County of Cook }

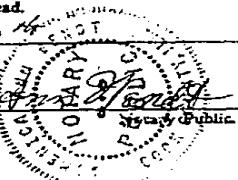
I, Domenica Ann Wendt,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Guadalupe and wife Maria De Jesus

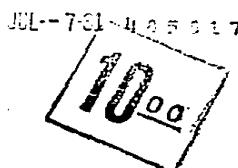
personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Seal under my hand and Notarial Seal, this 30th MAY A.D. 1981

My Commission Expires April 30, 1985



1981 JUL 7 AM 9 41



\$10.00

BOX 422
SECOND MORTGAGE
Trust Deed

Guadalupe Flores and wife

Maria De Jesus

TO

Merchandise National Bank of Chicago
Guadalupe Mart Flores
Chicago, Illinois 60634

2505152

BOX 422

END OF RECORDED DOCUMENT