

25976450

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor<sup>S</sup> ROSA AQUILAR RESENDEZ and YOLANDA RESENDEZ

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Ninety-two Hundred six & 40/100 Dollars

In hand paid, CONVEY AND WARRANT to WENH DEONNA, Trustee of the City of Chicago County of Cook and State of Illinois 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:

The East 31.36 feet of the West 81.36 of Lot 1 in Block 17 in Crawford's Subdivision of that part of the North East 1/4 of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, which lies South of the Chicago Burlington and Quincy Railroad, in Cook County, Illinois, commonly known as 4207 W. 24th Place, Chicago, Ill.

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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<sup>S</sup> ROSA AQUILAR RESENDEZ and YOLANDA RESENDEZ justly indebted upon their principal promissory note bearing even date herewith, payable PRESTIGE ALUMINUM CORPORATION, for the sum of Ninety-two Hundred Six & 40/100 Dollars (\$9206.40)

payable in 59 successive monthly installments with \$153.41 and a final instalment which shall be equal or less than the monthly installments due on the note commencing on the 3rd day of Oct. 19 81 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR<sup>S</sup> covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided according to any agreement governing time of payment; (2) To pay for the first day of June in each year, all taxes and assessments against said premises and on demands to exhibit 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 accordance with the policy herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached thereto; (6) To pay for the first Trustee or Mortgagee, and, second, to the Trustee herein as their 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 its 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 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 lien affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent 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 percent 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, 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; 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, 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 so and not 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 damaged, 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 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 20th day of August A. D. 19 81

Rosa Aquilar Resendez (SEAL) Yolanda Resendez (SEAL)

UNOFFICIAL COPY

State of Illinois  
County of Cook



I, Ernest Brooks  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
ROSA AQUILAR RESENDEZ and YOLANDA RESENDEZ

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 <sup>their</sup> 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 20th  
day of August 1981

Ernest Brooks  
Notary Public

My Commission Expires  
May 8, 1982

Property of Cook County Clerk's Office

25976150

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10.00

Box No. 246  
SECOND MORTGAGE  
**Trust Deed**

ROSA AQUILAR RESENDEZ and  
YOLANDA RESENDEZ  
TO  
JOSEPH DEZONNA, Trustee

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

0451 001976150

END OF RECORDED DOCUMENT