

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25304268

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE WITNESSETH, That Carmen Velasquez
 (hereinafter called the Grantor), of 714 West Webster Avenue, Chicago, Illinois
 (No. and Street) (City) (State)
 for and in consideration of the sum of Twenty five thousand and no/100ths Dollars
 in hand paid, CONVEYS AND WARRANTS to Arthur Velasquez and Shirley Velasquez, his wife
 of _____ (City) _____ (State)
 and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
 lowing described real estate, with the improvements thereon, including all heating, air-conditioning, 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:

Unit Number 3-E of the East 53.50 feet of Lot 3, in Miller Brother's
 Resubdivision of Lots 68 to 75 inclusive, in the subdivision of the
 East 1/2 of Block 9, in the Canal Trustees' subdivision, in section
 33, township 40 North, range 14 east of the third principal meridian,
 in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the home lead 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 Carmen Velasquez
 justly indebted upon a \$25,000.000 principal promissory note bearing even date herewith, payable
 in installments of \$5,800.00 on the 1st day of each year beginning
 January 1, 1981 and \$5,800.00 each year until paid in full, including
 interest at the rate of 6% annually on the unpaid balance.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note or
 notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 their interests 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 insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, or 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
 Grantor agrees to repay immediately without demand, and the time with interest thereon from the date of payment at eight 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 or 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 eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the
 same as if all of said indebtedness had then matured, express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-
 closure hereof—including reasonable attorney's fees, andlays for documentary evidence, stenographer's charges, cost of procuring or com-
 pleting 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 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de-
 cree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and
 the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and
 assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and
 agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
 out notice to the Grantor, or any party claiming under the 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.

The name of a receiver is: Carmen Velasquez
 IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
 refusal or failure to act, then Arthur & Shirley Velasquez 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 31st day of December, 19 79

Carmen Velasquez (SEAL)

(SEAL)

This instrument was prepared by Michael S. Tepper 180 N. LaSalle St., Chicago, IL
 (NAME AND ADDRESS) 60601

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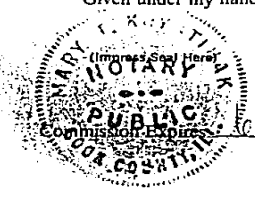
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STATE OF Illinois
COUNTY OF Cook } ss.

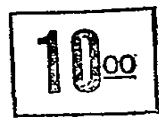
I, Mary T Kruptak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carmen Velasquez

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as of 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 31st day of December, 19 79



Mary T Kruptak
Notary Public



25304268

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



APENSTICK & SMITH
180 NORTH WASHINGTON ST.
SUITE 2505
CHICAGO, ILLINOIS 60601

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT