

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE
LEGAL FORMS

205-13124

THIS INDENTURE, WITNESSETH, That RAUL RANGEL AND DOLORES RANGEL, his wife

hereinafter called the Grantor), of 1944 N. Fairfield Avenue Chicago Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Five Thousand Eighty Three and 20/100 Dollars
in hand paid, CONVEY AND WARRANT to NORTHWESTERN SAVINGS AND LOAN ASSOCIATION
of 2300 N. Western Avenue Chicago Illinois
(No. and Street) (City) (State)

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, 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:

Lot 46 in Block 2 in Edgar Snow and Company's Subdivision being Charles Morris New Subdivision of part of Block 2 of Bordens Subdivision of the West half of the South East quarter of Section 36, Township 40 North, Range 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 Grantors RAUL RANGEL AND DOLORES RANGEL, his wife justly indebted upon Collateral Installment ~~XXXXXX~~ note bearing even date herewith, payable in installments of \$42.36 commencing with April 18, 1983.

The undersigned covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether possessory or otherwise in the mortgaged premises, to any third party, without the advance written consent of the holders of this Note, and further in the event of any such transfer, the undersigned without the advance written consent of the holder of this Note, said holder may, in its or their sole discretion and without notice declare the whole of the debt hereby immediately due and payable.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay within 30 days after the end of 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 said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable net, 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 or 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 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same interest thereon from the date of payment of such moneys, plus five per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole or said indebtedness, including principal and accrued 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 both, the same as if all of said indebtedness had then matured by its terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, costs 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 law 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 taxed as costs and included in any order that may be rendered in such foreclosure proceedings, when proceeding, whether decree 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 rights 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 without notice to the Grantor, or to 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.

Witness the hand and seal of the Grantors, this _____ day of _____ 1983

Raul Rangel (SEAL)
Dolores Rangel (SEAL)

This instrument was prepared by Josephine Valenti 2300 N. Western Avenue Chicago
(NAME AND ADDRESS)

205-13124

