

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

26549468

THIS INDENTURE WITNESSETH, That Juan Centeno, Maria Centeno, his wife, and Juan A. Centeno (hereinafter called the Grantor), of 2419 S. Christiana Ave., Chicago, Illinois (City) (State)

for and in consideration of the sum of Twenty Five Hundred Dollars

in hand paid, CONVEY AND WARRANT to John W. Smogur AND HELEN SMOGUR (City) (State)

Above Space For Recorder's Use Only

Witness, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

Lot 17 in Block 6 in Anthony Kozel's Subdivision of the North 14 Acres of the South 44 Acres of the East 1/2 of the Northeast 1/4 of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all rights 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 is justly indebted to _____ a principal promissory note bearing even date herewith, payable at rate of \$706.14 every 6 months beginning on May 26, 1983 including amortized interest.

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 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 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 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 Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12 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 12 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if 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 plaintiff in connection with the foreclosure hereof — including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure deed — 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 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 release hereof, until all such expenses and disbursements, on the basis 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 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.

The name of a record owner is The Grantors

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 Chicago Title and Trust Company 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 of 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.

This trust deed is subject to a prior purchase money mortgage of record.

Witness the hand S. and seal S. of the Grantor this 26th day of November, 19 82

Juan A. Centeno (SEAL) Maria Centeno (SEAL)
Please print or type name(s) below signature(s)
Juan Centeno
Maria Centeno

This instrument was prepared by Eugene Lieberman, 112 S. Michigan Ave., Chicago, IL 60603 (NAME AND ADDRESS)

Identification No. 7048

26549468

UNOFFICIAL COPY

STATE OF Illinois 1983 MAR 28 PM 12 29
COUNTY OF Cook MAR 28 83 739260 26549468 A - REC 10.20

I, Eugene Lieberman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Centeno, Maria Centeno, his wife and Juan A. Centeno

personally known to me to be the same person^s whose name^s 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 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 official seal this 11 day of January, 19 83



Eugene Lieberman
Notary Public



26549468

SECOND MORTGAGE
Trust Deed



Eugene Lieberman
112 S. Michigan
Chicago, IL 60602
2099 11/18/81

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT