

26561257

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor RAFAEL CARTAGENA & IRMA CARTAGENA,
his wife, a/k/a/ RAFAEL TORRES and IRMA TORRES, his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fifty-seven hundred twenty-five & 80/100 Dollars

in hand paid CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
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 ap-
paratus 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 34 in Erskine and Preston's subdivision of the East half of the East
10 1/2 acres of the North 14 acres of the South 42 acres of the West half
of the Southeast quarter of Section 1, Township 38 North, Range 13, East of
the Third Principal Meridian commonly known as 4512 S. Rockwell,
Chicago, 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 Grantor RAFAEL CARTAGENA & IRMA CARTAGENA, his wife a/k/a/
RAFAEL TORRES & IRMA TORRES, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
DAVENPORT CONSTRUCTION CO. for the sum of Fifty-seven hundred
twenty-five & 80/100 dollars (\$5725.80)

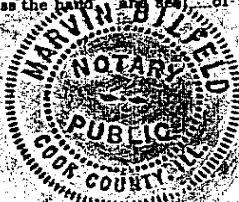
payable in 60 successive monthly instalments each of \$95.43 due
on the note commencing on the 14th day of May, 1983, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or
according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 right of record, with loss clause attached payable first, to 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 the time or times when the same shall become due and payable.
In the event of failure so to insure, or pay such 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 money so paid, the grantor agrees to repay immediately without demand, and
the same with interest thereon from the date of payment at seven 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,
at 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 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 by
express terms.

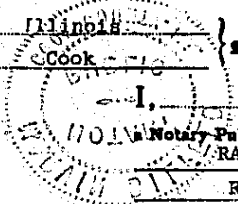
In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
Thomas S. Larsen of said County is hereby appointed to be first successor in this trust; and if for
any like cause said first successor fail or refuse to act, the person who shall 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 of the grantor this 31st day of March, A. D. 1983
Thomas S. Larsen (SEAL)
Rafael Cartagena a/k/a (SEAL)
Irma Cartagena Torres (SEAL)



UNOFFICIAL COPY

State of Illinois
County of Cook



Notary Public in and for said County, in the State aforesaid, do hereby certify that
RAFAEL CARTAGENA & IRMA CARTAGENA, his wife a/k/a
RAFAEL TORRES & IRMA TORRES, his wife

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 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 Notarial Seal, this 31st
day of March A. D. 1983

Martin Puffel
Notary Public

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COOK COUNTY, ILLINOIS CLERK OF RECORD
FILED FOR RECORD
1983 APR -7 AM 11:25 APR -7-83 747496 00000000 26561257 - REC 10.00

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Box No. 246

SECOND MORTGAGE
Trust Deed

RAFAEL CARTAGENA & IRMA CARTAGENA, his wife
a/k/a
RAFAEL TORRES & IRMA TORRES, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
L. J. LaMotte
Northwest National Bank of Chicago
3985 N. Milwaukee Ave.
Chicago, IL 60641

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END OF RECORDED DOCUMENT