

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor S 26720262

CESAR GUTIERREZ and ROSA GUTIERREZ, his wife

of the Township of Cicero County of Cook and State of Illinois

for and in consideration of the sum of Seven thousand five hundred eighty six 64/100 Dollars is hand 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Township of Cicero County of Cook and State of Illinois, to-wit:

Lot 6 in Block 1 in the Resubdivision of Block 34 in Hawthorne's subdivision being a subdivision of the Southeast Quarter of Section 28, and the North Half of the Northeast Quarter of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3210 S. 49th Avenue, Cicero, 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 S CESAR GUTIERREZ and ROSA GUTIERREZ, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable

First Metropolitan Builders, for the sum of Seven thousand five hundred eighty six and 64/100 Dollars (7586.64)

payable in 36 successive monthly instalments each of \$10.74 due

on the note commencing on the 7th day of Sept. 1983, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

THE GRANTOR S and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth in said notes 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 on said premises, and as 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 and improvements 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 clauses attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee hereof, or interest may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 taxes or assessments, or the prior encumbrances 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 encumbrances and the interest thereon from time to time; and all money so paid, the grantor S 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, 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 both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantor S 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 S ; 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 S . 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 proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of sale, including solicitor's fees have been paid. The grantor S for said grantor S and for the heirs, executors, administrators and assigns of said grantor S waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, and agrees 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 S or to any party claiming under said grantor S, 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 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 shall 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 25th day of July A. D. 19 83

Cesar Gutierrez (SEAL)
Rosa Gutierrez (SEAL)
(SEAL)
(SEAL)

26720262

State of Illinois
County of _____

I, Stuart R. Kreisman

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
CESAR GUTIERREZ and ROSA GUTIERREZ, 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.

Witness under my hand and Notarial Seal, this 25th
day of July A. D. 19 83

Stuart R. Kreisman
Notary Public



Property of Cook County Clerk's Office

25 JUL 83 10:10 AM

AUG--5-83 752470 26720262 A - REC 10.00

Box No. 246

SECOND MORTGAGE

Trust Deed

CESAR GUTIERREZ and
ROSA GUTIERREZ, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. Lemotte
North west National Bk
3985 Milwaukee Avenue
Chicago, Illinois 60641

26720262