

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor, S. 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 and 64/100 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 successor 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 \$10.7 due on the note commencing on the 7th day of Sept. 19th, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any other time or manner agreed to be paid to the first day of June in each year, all taxes and assessments against said premises, and an annual premium to exhibit events thereof; (2) within sixty days after destruction, fire, or damage to all buildings or improvements on said premises, that may have been destroyed or damaged; (3) that waste to said premises shall not be committed or suffered; (4) 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, which premium shall be paid by the grantee herein, to the first Trustee or Mortgagor, and, second, to the Trustee herein; (5) to interurate and collect all rents which pertain shall be left and remain with the Mortgagor; (6) That all the indebtedness be fully paid; (7) to pay all premium and expenses and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure as to insure, or pay taxes or assessments, or the premium 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 property, and pay all premium and expenses, and the interest thereon, and the same shall be deducted from the amount of the indebtedness, without demand, and the name with interest thereon from the date of payment at seven per cent, per annum, shall be no such additional indebtedness incurred hereunder.

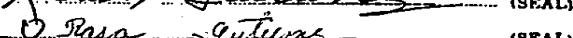
IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms.

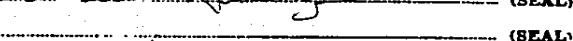
It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title, and all expenses, including foreclosures, and all costs 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 involved, shall be paid by the grantee. 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 foreclosing proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release given, until all such expenses and disbursements and the costs of suit, and the solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, and all right in the property herein, and in the premises, for the present, and forever, is granted, and agreed, 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, and to any party claiming under said 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.

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 fails to act, then the person who shall then be the acting Trustee or Director 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

 (SEAL)

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State of Illinois

County of

Stuart R. Kressman

I, Stuart R. Kressman,
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.

Subs under my hand and Notarial Seal, this 25th
day of July A.D. 1983

Stuart R. Kressman
Notary Public

Ber No. 246

SECOND MORTGAGE

Trust Deed

CESAR GUTIERREZ and
ROSA GUTIERREZ, his wife

TO

JOSEPH DEZONNA, Trustee

REC'D BY SMC G

THIS INSTRUMENT WAS PREPARED BY:
L.J.Lamotte

Northwest National Bank
3985 Milwaukee Avenue
Chicago, Illinois 60641



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END OF RECORDED DOCUMENT