

# UNOFFICIAL COPY

26005045

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

**This Indenture, WITNESSETH,** That the Grantor<sup>S</sup>  
MIGUEL ROMERO and ALICIA ROMERO, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Twenty-four Hundred Thirteen & 20/100 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 appa-  
ratus 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 42 in the subdivision of the North East 1/4 of the North East 1/4  
of the South West 1/4 of Section 8, Township 38 North, Range 14, East  
of the Third Principal Meridian, in Cook County, Illinois, commonly  
known as 5125 S. Elizabeth Chicago, Ill.

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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<sup>S</sup> MIGUEL ROMERO and ALICIA ROMERO his wife  
their  
justly indebted upon one principal promissory note bearing even date herewith, payable  
PRESTIGE ALUMINUM CORPORATION, for the sum of Twenty-four hundred  
Thirteen & 20/100 Dollars (\$2413.20)

payable in 23 successive monthly instalments each of \$100.55 and a final  
instalment which shall be equal to or less than the monthly instalments due  
on the note commencing on the 24th day of Oct. 19 81 and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

<sup>S</sup>  
THE GRANTOR<sup>S</sup> covenant and agree 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 on 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 hereafter 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 first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as to all claims  
that 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 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<sup>S</sup> agree 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<sup>S</sup> that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-  
of 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<sup>S</sup> and the like expenses and disbursements, occasioned by any suit or pro-  
ceeding 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<sup>S</sup>. 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 a release hereof given, until all such expenses  
and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor<sup>S</sup> for said grantor<sup>S</sup> and for the heirs, executors, administrators  
and assigns of said grantor<sup>S</sup> waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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<sup>S</sup> or to any party  
claiming under said grantor<sup>S</sup> 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  
August G. Merkel 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 and seal of the grantor this 10th day of September A. D. 19 81

*Miguel Romero* (SEAL)  
*Alicia Romero* (SEAL)  
(SEAL)  
(SEAL)

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State of Illinois  
County of Cook

SEP 21 PM 12 45



I, Ronald Brooks

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
MIGUEL ROMERO and ALICIA ROMEROS 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 10th  
day of Sept. A.D. 1981

Ronald Brooks  
Notary Public.  
Commission Expires  
May 8, 1982

Property of Cook County Clerk's Office

26005045

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Box No. 246

SECOND MORTGAGE

## Trust Deed

MIGUEL ROMERO and  
ALICIA ROMERO, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

J. LaMotte  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT