

27455906

49-42055

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture

WITNESSETH, That the Grantor

Reynaldo Roman & Diana Roman as joint tenants

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

for and in consideration of the sum of Two thousand eight hundred twenty 60/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA 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 City of Chicago, County of Cook, and State of Illinois, to-wit:

Lot 11 and the East 1/2 of Lot 12 in the Subdivision of North 1/2 of the South 1/2 of the West 1/3 of the Northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 5327 W. Palmer, Chicago, Illinois.

PERMANENT TAX No. 13-35-219-004-005

Hereby releasing and waiving all rights under and by virtue of the homestead and 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 Reynaldo Roman & Diana Roman as joint tenants

justly indebted upon one principal promissory note, bearing even date herewith, payable Lakeview Bank Chicago

payable in 60 successive monthly instalments each of 47.01 due MONTHLY

on the note commencing on the 22 day of MARCH 1985, and on the same date of

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

THIS IS A LEGAL INSTRUMENT

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 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 was 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 first, to the first Trustee or Mortgagee; (6) in the event of failure to insure, or pay 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... 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 the holder 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... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitors' fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree 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 cost; and included hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... 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... or 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 F. Bussey

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 05 day of February, A. D. 1985

X Reynaldo Roman (SEAL)

X Diana Roman (SEAL)

(SEAL)

(SEAL)

State of Illinois }
County of Cook } 55.

I, EWA T. KRAKOWSKA FE-27-85 51299 27455903 A - MI 11.00
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that REYNALDO ROMAN
AND DIANA ROMAN His wife

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 he signed, sealed and delivered the said instrument
as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
under my hand and Notarial Seal, this 05
day of FEBRUARY, A. D. 19 85

Ewa T. Krakowska
Notary Public
March 27, 1988

27 FEB 85 1:29

11.00

27455906

Box No. 146

SECOND MORTGAGE

Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Way City Enterprises

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

END OF RECORDED DOCUMENT