

27479270

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor

BERTHA O. VARGAS a/k/a BERTHA VARGAS

of the City of Chicago County of Cook and State of Illinois 52/100 Dollars

for and in consideration of the sum of Eight thousand Six hundred Sixty and 52/100 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 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 every thing 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 12 in Block 2 in T. J. Grady's Second Green Briar Addition to North Edgewater in the West 1/2 of the Northeast 1/4 of Section 1, Township 40 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6022 North Washtenaw, Chicago, Illinois.

Real Estate Index No. 13-01-25-033

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 BERTHA O. VARGAS a/k/a BERTHA VARGAS justly indebted upon her one principal promissory note bearing even date herewith, payable HARRIS & ROBINS BUILDERS and assigned to Northwest National Bank for the sum of Eight thousand six hundred sixty and 52/100 Dollars (\$8,660.52) payable in 36 successive monthly instalments each of \$240.57 due on the note commencing on the 26th day of April 1975, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or accredit to an agent 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 herefor; (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 on 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, and second, to the Trustee herein as their interests may appear, at the time or times when the same shall become due and payable.

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 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 the legal holder thereof, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included 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 costs and included 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 costs and included as such, may be a party, shall also be paid by the grantor.

It is Acknowledged by the grantor that all expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included 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 costs and included as such, may be a party, shall also be paid by the grantor.

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 the 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 12th day of March A. D. 1985

Bertha O. Vargas (SEAL)
Bertha Vargas (SEAL)

27479270

UNOFFICIAL COPY

State of Illinois }
County of Cook } 5th.

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I, _____
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that _____
a/k/a BERTHA VARGAS
_____ personally known to me to be the same person whose name _____ is _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument
as her 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 _____ 12th
day of _____ March A. D. 19 85.

Margaret M. Acton
Notary Public.

MY COMMISSION EXPIRES
SEPTEMBER 1, 1986.

19 MAR 35 10:41

11.00

Box No. 246

SECOND MORTGAGE

Trust Deed

BERTHA O. VARGAS a/k/a
BERTHA VARGAS
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki
Northwest National Bank
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

27479270

END OF RECORDED DOCUMENT