

GEORGE E. COLE®
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

27503203

THIS INDENTURE WITNESSETH That APR-8-85 49180 27503203 A -- REC 11.00
Carlos L. Martinez and wife Beatrice

(hereinafter called the Grantor), of
4822 West Bloomingdale Chicago, Illinois

(No. and Street) (City) (State)
for and in consideration of the sum of Eleven and 00/100-----
----- Dollars

in and to CONVEY S. AND WARRANT S. to
Merchandise National Bank of Chicago
of Merchandise Mart Chicago, Illinois
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lot 10 in Block 1 in W. W. Marcy's Resubdivision of part of Robertson's Subdivision of part of the SE ¼ S. of Grand Avenue & E. of the W. 26.60 chains thereof of Section 33, Township 40 N., Range 13, East of the Third Principal Meridian, in Cook County, 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 is justly indebted upon a principal promissory note bearing even date herewith, payable

To Merchandise National Bank of Chicago in 71 equal monthly installments of \$319.00 with the last payment undetermined. The first installment due May 4, 1985. Net proceeds of \$14,894.19 at an annual percentage rate of 13.75% estimated.

Real Estate Index No: 13-33-411-014
Property Address: 4822 West Bloomingdale
Chicago, Illinois

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes, assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair 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 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 to the first Trustee of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with 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 file 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 reimburse immediately without demand, and the same with interest thereon from the date of payment at 13.75% (e) per cent per annum shall be so reimbursed in addition to 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 13.75% (e) 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. (e) estimated

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereon — including reasonable attorney'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; 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. 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is Carlos L. Martinez and wife Beatrice

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 of 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.

This trust deed is subject to

Witness the hand S and seal S of the Grantor this 10th day of February, 1985

Please print or type name(s) below signature(s)

Marion J. Agner
Merchandise National Bank of Chicago
Merchandise (NAME AND ADDRESS) Mart
Chicago, Illinois 60654

Signature of Carlos L. Martinez

11.00 (SEAL)

Signature of Beatrice Martinez

(SEAL)

Bot 422

8 APR 22 1985

Above Space For Recorder's Use Only

THIS INSTRUMENT IS A SECOND MORTGAGE

27503203

STATE OF Illinois }
COUNTY OF Cook } SS.

I, N. A. ZABRINAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carlos + Beatrice Martinez

personally known to me to be the same person s whose name s one 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 no inestead.

Given under my hand and official seal this 10th day of February, 1985

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires 9-2-86

27503203

BOX No. _____
SECOND MORTGAGE
Trust Deed
Carlos L. Martinez
Beatrice Martinez
4822 West Bloomingdale
Chicago, Illinois 60639
TO
Merchandise National Bank
of Chicago
Merchandise Mart 60654
Chicago, Illinois

GEORGE E. COLE®
LEGAL FORMS