

27509261

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor JUAN MARTINEZ and MARIBEL MARTINEZ, his wife 7 4 8 2 7 5 0 9 2 6 1

of the City of Chicago, County of Cook, and State of Illinois. Eighteen thousand four hundred sixty-eight and 24/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee of the City of Chicago, County of Cook, and State of Illinois... Lot 37 in the Charles S. Neero's Resubdivision of Block 6 in Grant and Keeney's Addition to Pennock, being a subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 2149 North Springfield, Chicago, Illinois. Real Estate Index No. 1-35-117-004 R.P.

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 JUAN MARTINEZ and MARIBEL MARTINEZ, his wife their one principal promissory note bearing even date herewith, payable justly indebted upon LANDMARK BUILDERS, INC., and assigned to Northwestern National Bank for the sum of Eighteen thousand four hundred sixty-eight and 24/100 dollars (\$18,468.24) payable in 84 successive monthly instalments each of 218.86 due on the note commencing on the 17th day of May 1985, 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 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 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 the prior incumbrances, 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 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 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 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 S. Larson 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 recovering his reasonable charges.

Witness the hand and seal of the grantor this 2nd day of April A. D. 19 85

Juan Martinez (SEAL)
Maribel Martinez (SEAL)

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State of Illinois }  
County of Cook } 55.

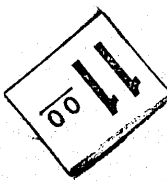
I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that JUAN MARTINEZ and MARIBEL  
MARTINEZ, his wife  
personally known to me to be the same person whose name s are \_\_\_\_\_ subscribed to the foregoing  
instrument, appeared before me this day in person, 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.  
Given under my hand and Notarial Seal, this \_\_\_\_\_ 2nd  
day of April A. D. 19 85.

*Hung Nam*  
Comm. exp. 11/5/85  
Notary Public

Property of Cook County Clerk's Office

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Box No. 246

SECOND MORTGAGE

**Trust Deed**

JUAN MARTINEZ and  
MARIBEL MARTINEZ, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

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

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