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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

THIS INDENTURE WITNESSETH That Mason Associates
an Illinois general partnership
(hereinafter called the Grantor), of 875 N. Michigan
Avenue, Chicago, IL
(City and Street) (City) (State)
for and in consideration of the sum of \$32,475.00
Dollars
in hand paid, CONVEY AND WARRANT to Donald D. Goveia
and Doris Goveia, his wife
(Name and Address) (City) (State)

27197404

Above Space For Recorder's Use Only

as Trustee, and 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:

THE SOUTH 57 FEET OF LOT 85 IN FRANK DE LUGACH'S AUSTIN GARDENS SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights, title 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.

WHILEAS, The Grantor is justly indebted on a principal promissory note bearing even date herewith, payable over a period of five year at 9% interest.

If Mortgagor conveys, sells, transfers or assigns or causes to be conveyed, sold or transferred, assigned or enters into any contract or agreement to convey, sell, transfer or assign the mortgaged property (described in said Purchase Money Mortgage) without Mortgagee's prior written consent, the mortgagee may declare all sums secured by this Purchase Money Mortgage due immediately.

subject to requirements of first mortgagee and insurance carriers.

THE GRANOR 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 and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or build to 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 accordance with the policy herein, and to procure and to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee or Mortgagee 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 discharge 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 15 percent 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 15 percent per annum, shall be recoverable by foreclosure thereon, 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 plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for disbursements, evidence, stenographer's charges, cost of procuring or completing a deed 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 the 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, after decree of sale shall have been entered or not, shall not be dismissed, nor release hereof, 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 said premises.

The name of a record owner is Mason Associates of Cook County of the grantee, or of his resignation, refusal or failure to act, then J.T. Moster, Attorney 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 an existing first mortgage to Great Lakes Mortgage Co. Document #24429142, and all other matters of record or which a proper survey would reveal.

Witness the hand and seal of the Grantor this 30th day of June, 19 84

By: Mason Associates (SEAL)
By: Scott R. Paul GENERAL PARTNER
By: _____ (SEAL)
By: _____

This instrument was prepared by J.T. Moster (NAME AND ADDRESS)

Property
Cook County
UNITA

27197404

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STATE OF Illinois AUG-28 9 19 201 • 27197404 • A -- Rec 10.00
COUNTY OF Cook SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Price, as General Partner acting by and for Mason Associates, a general partnership personally known to me to be the same person whose name _____ 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.

Given under my hand and official seal this 31st day of July, 1984

(Impress Seal Here)

Margaret M. Dun
Notary Public

Commission Expires 12/1/88

2 AUG 84 12:10

AUG-28 9 18 995 • 27197404 • A -- Rec 10.00



MAIL TO:
DONALD GOVEIA
7804 S. NEW CASTLE
BURBANK, IL 60459

10 MAIL

27197404

GEORGE E. COLE
LEGAL FORMS

BOX No. _____
SECOND MORTGAGE
Trust Deed

END OF RECORDED DOCUMENT