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This Document Prepared By: Threasa Horist 4000 W. North Ave Chicago

27-33388

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27239434

This Indenture, WITNESSETH, That the Grantor (S) Cesar A. Gonzalez & Isabel Gonzalez his wife

of the City of Chicago County of Cook and State of Illinois One thousand seven hundred seven and 66/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in Cook County, Illinois

27239434

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 (S) Cesar A. Gonzalez & Isabel Gonzalez his wife

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

payable in 18 successive monthly installments each of \$4.87 due on the note commencing on the 11th day of Oct 1984, and on the same date of each month thereafter, until paid, with interest at 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 note 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 named 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 or Mortgagee; and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor shall be liable for the said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or portion thereof, the incumbrances and the interest thereon from time to time, and all money so paid, the grantor shall agree to repay immediately without demand, and the same with interest hereon 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 at all, 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 foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

In Accordance by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said indebtedness, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing said indebtedness, 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 a costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be deemed used, nor a release 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, assigns, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and 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 or against the same, appoint a receiver to take possession and charge of said premises with power to collect the rents, issue 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 Joan J. Behrendt, 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 grantor 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 27th day of August A. D. 19 84

Handwritten signatures of Cesar A. Gonzalez and Isabel Gonzalez.

(SEAL) (SEAL) (SEAL) (SEAL)

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State of Illinois }
County of Cook } 55.

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PH

I, _____ Undersigned
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that _____ Cesar A. Gonzalez & Isabel
Gonzalez his wife

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 _____ the _____ 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 _____ 27th
August _____ 84
day of _____ A. D. 19 _____

Eileen M. Deane
Notary Public

My Commission Expires April 13, 1989

Property of Cook County Clerk's Office

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Box No. 22
SECOND MORTGAGE
Trust Deed

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

27 239 434

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END OF RECORDED DOCUMENT