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27246651

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor ROBERT DURAN and BENITA DURAN, his wife

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Fourteen thousand seven hundred seventy-three and 92/100 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 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 everything 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 11 in Block 1 in S. C. Storer's Subdivision of the South 7 acres of the North East 1/4 of the South West 1/4 of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4418 West 28th Street, Chicago, 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 ROBERT DURAN and BENITA DURAN, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable to STONE CONSTRUCTION CO. and assigned to Northwest National Bank for the sum of Fourteen thousand seven hundred seventy-three and 92/100 dollars (\$14,773.92) payable in 84 successive monthly installments each of 175.88 due on the note commencing on the 7th day of Oct. 19 84, 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 provided 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 grantor 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 said 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 so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of 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 pay all such 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 foregoing 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 foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. If at Anytime by the grantor that all expenses and disbursements said or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, tracing former owners, 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 the indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be on additional lien upon said premises, shall be taxed as 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 paid, until 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, 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 an interest therein, 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. Larsen of said County is hereby appointed to be first successor in this trust; and if in any like case 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 the reasonable charges.

Witness the hand and seal of the grantor this 24th day of August A. D. 19 84

Robert Duran
Benita Duran

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

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UNOFFICIAL COPY

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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 ROBERT DURAN and  
BENITA DURAN, 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 he. 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 24th  
day of August, A. D. 1984.

*Suzanne Cameron*  
Notary Public.

Property of Cook County Clerk's Office

10 SEP 84 10:26

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Box No. 246

SECOND MORTGAGE

Trust Deed

ROBERT DURAN and BENITA  
DURAN, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. La Motte  
Northwest National Bank  
3985 N. Milwaukee Avenue  
Chicago, Illinois 60641

10.00

27246651

END OF RECORDED DOCUMENT