

RECEIVED IN BAD CONDITION

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27286819

44-39771

This Indenture, WITNESSETH, That the Grantor Eduardo L. Montero and wife Cristina L. as joint tenants

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Eighty Three Hundred Forty Seven & 20/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, 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 Thirty Five (35) (except the West 10 feet thereof) and the West 15 feet of Lot Thirty Six (36) in Jones and Platt's Subdivision of Block Thirteen (13) in Snyder and Lee's Subdivision of the East Half (1/2) of the South West Quarter (1/4) of Section 3, Township 39 North, 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.

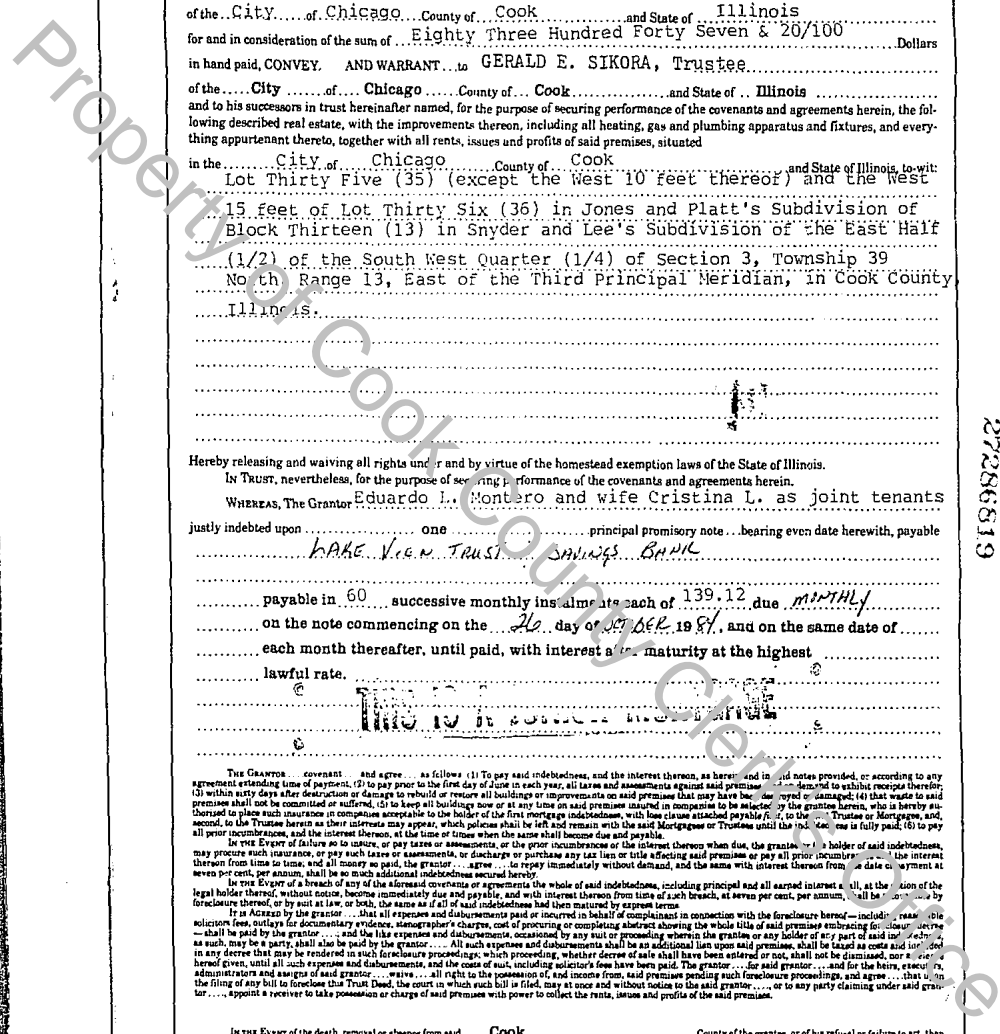
WHEREAS, The Grantor Eduardo L. Montero and wife Cristina L. as joint tenants justly indebted upon one principal promissory note bearing even date herewith, payable to HAKE V.C.M. TRUST SAVINGS BANK payable in 60 successive monthly installments each of 139.12 due MONTHLY on the note commencing on the 20 day of OCTOBER, 1984, and on the same date of each month thereafter, until paid, with interest at the 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 to 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 in place such insurance as complete 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 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; (7) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances of the interest thereon when due, the grantor shall be liable for the interest thereon from time to time, and all money so paid, the grantor shall be obligated 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; (8) In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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 secured by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (9) As Access by the grantor that all expenses and disbursements paid 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 embracing foreclosed premises, 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; (10) All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and interest 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 dismissed, nor shall a decree herof 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, do hereby 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 F. Bussey 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 receiving his reasonable charges.

Witness the hand and seal of the grantor this 11 day of September, A. D. 19 84

X Eduardo L. Montero (SEAL)
X Cristina L. Montero (SEAL)



27286819

UNOFFICIAL COPY

State of Illinois
County of Cook } 55.

I, Stuart R. Kusina
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Eduardo L. Montero and wife Cristina L. as joint tenants

personally known to me to be the same persons whose names 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 11
day of SEPTEMBER, A. D. 19 87.
Stuart R. Kusina
Notary Public.

17 100 59 87

001-904 965093 27286819 A - REC 10.00



Box No. 146

SECOND MORTGAGE

Trust deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
First Metropolitan Builders

27286819

END OF RECORDED DOCUMENT