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27348917

49-40769

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor MAURO DELGADO AND WIFE MARIA A. AS JOINT TENANTS

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS for and in consideration of the sum of SIX THOUSAND THREE HUNDRED AND 00/100 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 every thing 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 36 (EXCEPT THE NORTH 17 1/2 FEET THEREOF) AND ALL OF LOT 35 IN BLOCK 14, IN AVONDALE BEING PH.L.P.O.T.S. RE-SUBDIVISION OF LOTS 1, 2, 5 AND 6 OF BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40. 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 MAURO DELGADO AND WIFE MARIA A. AS JOINT TENANTS justly indebted upon one principal promissory note bearing even date herewith, payable LAKE VIEW TRUST SAVINGS BANK

payable in 42 successive monthly instalments each of 15.00, due MONTHLY on the note commencing on the 25th day of DEC. 1984 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A LIMITED WARRANTY

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 when 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) to 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 his successors, 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 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 purchase 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... agree... 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 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 foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. 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 foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. 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 foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

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. Bussby 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 18 day of SEPTEMBER A. D. 1984. Mauro Delgado (SEAL) Maria A. Delgado (SEAL)

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State of Illinois  
County of Cook } 55.

I, Carol McCuen  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
Maurd. Delgado & Maria A. Delgado HIS WIFE 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 18  
day of SEPTEMBER A. D. 1984.

Carol McCuen  
Notary Public.

Property of Cook County Clerk's Office

27348917 980842 27348917 A - REC 10.00

26 NOV 84 12:30

10.00

Box No. 146

SECOND MORTGAGE

Trust deed

TO  
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
CORRECT GENERAL CONTRACTORS, FIVE  
WAYNE FREN

LAKE VIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657  
312/625-2100

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END OF RECORDED DOCUMENT