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27348917

49-10765

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

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

in the CITY of CHICAGO, County of COOK, and State of ILLINOIS,

for and in consideration of the sum of SIX THOUSAND THREE HUNDRED TEN & 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 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 36 (EXCEPT THE NORTH 17 1/2 FEET THEREOF), AND
ALL OF LOT 3, IN BLOCK 14, IN AVONDALE, BEING
PHILPOTS RESUBDIVISION OF LOTS 12, 5 A.R.G. OF BRAND'S
SUB.D.I.Y.1970 OF THE NORTHWEST 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

LAKEVIEW TRUST & SAVINGS BANK

payable in 42 successive monthly instalments each of .15 A.Y. due MONTHLY
on the note commencing on the 25TH day of DEC. 198, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A DEBTOR AGREEMENT

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 demand to exhibit receipts for (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (4) to warrant title to said premises to the holder of this mortgage, and to defend the same against all persons; (5) to pay all costs of suit, including attorney's fees, which may be incurred in any action or proceeding to foreclose this Trust Deed, or to collect the same, or to collect any amount due under this Trust Deed; (6) to pay all taxes and assessments on said premises, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (7) to pay all premiums on all insurance policies taken by the Trustee or the holder of this mortgage, and to keep the same in full force and effect; (8) to pay all expenses of insurance, including premium and interest thereon when due, the grantee or the holder of said indebtedness, or 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 ...\$4700... to repay immediately without demand, and the same with interest thereon from the date of payment seven per cent per annum, until paid.

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 proceedings, or by suit at law, or in equity, or by any other process or proceeding, and the same may be sold at public auction, or otherwise disposed of, as such, or by the legal holder, or by any other person or persons, who may be entitled to the same, and the same shall be liable for all expenses and disbursements, including attorney's fees, which may be incurred 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 a release hereof given, unless 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 the grantor, do hereby covenant and agree, that in case of any such proceeding, or in case of any decree that may be rendered in such proceeding, he agrees, or they agree, to pay all expenses and disbursements, including attorney's fees, which may be incurred in 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 18 day of SEPTEMBER A.D. 1984

Mauro Delgado
Maria A. Delgado

(SEAL)

(SEAL)

(SEAL)

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State of Illinois
County of Cook } \$5.

I, *Carol McClellan*,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

*Maurice 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 McClellan
Notary Public

11-26-84 9 2 8 4 4 2 27348917 A - REC 10.00

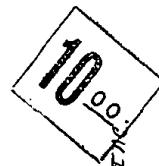
26 NOV 84 J 5 30

Box No. 146

SECOND MORTGAGE

Trust Deed

TO
GERALD E. SIKORA, Trustee



THIS INSTRUMENT WAS PREPARED BY:
CORRECT GENERAL CONTRACTORS,
WAYNE FRON

LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2160

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END OF RECORDED DOCUMENT