

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

TRUST DEED

NO. 101NW

27369630 N9-41227

This Indenture, WITNESSETH, That the Grantor

Juan S. Montero and Felicitas Montero as joint tenants

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Three thousand seven hundred five and 30/100 Dollars
to 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 ap-
paratus 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 23 in Durkee's Subdivision of the South 1/4 of Block 59 in
in the Division of Section 19, Township 39 North, Range 14,
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, Juan S. Montero and Felicitas Montero as joint tenants
justly indebted upon one principal promissory note bearing even date herewith, payable
Lakeview Bank, Chicago

payable in 30 successive monthly instalments each of \$123.54 due MONTHLY
on the note commencing on the 30 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 MORTGAGE

THE GRANTOR, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, as
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, and to keep the same in good repair, and to maintain the same in good condition, and to keep the buildings now or at any time on
said premises in as good condition as in comparison to the grantee herein, who is hereby authorized to place such insurance in compliance acceptable to the holder
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor,

which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (4) to pay all prior incumbrances,
and the interest thereon, at the time of payment of the same, and to pay all taxes and assessments, on the premises or branches or the interest therein, 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, 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 an additional indebtedness secured hereby.

In THE EVENT of a breach of any of the above covenants, the holder of the note or title to the premises, including principal and all earned interest,
shall have the right to foreclose, without notice, become immediately due and payable, with interest thereon, 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.

It IS AGREED by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof
of any kind, including collection fees, outlays for documents, evidence, alimony, attorney's fees, costs of process, or completion of sale, or any other expenses
of title or of said premises, including foreclosure decree, shall be paid by the grantor, and the like expense and disbursements occasioned by any suit or
action, 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 item upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure
proceedings, whether decree of court shall have been entered, nor a release given, until all such expenses
and disbursements, including the costs of collection, shall have been paid. The grantor, for the benefit of the holder of the note or title to the premises, including principal
and interest of said grantee, retains all right to the possession of, and income from, and premises pending such foreclosure proceedings, and disbursements
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

15 day of NOVEMBER A.D. 1984



X

X

Juan S. Montero (SEAL)

(SEAL)

(SEAL)

(SEAL)

27369630

UNOFFICIAL COPY

RECEIVED IN DAD CONDITION

State of Illinois
County of Cook } ss.

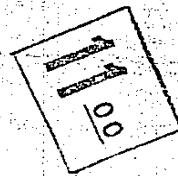
I, EWA T KRAKOWSKA

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JUAN S. MONTERO AND FELICITAS MONTERO 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.

Sub under my hand and Notarial Seal, this 15
day of NOVEMBER A.D. 1984

Ewa T. Krakowska
Notary Public



0011.00
REC-12-84 997217 27369630 A - REC

12 DEC 84 12:57

Trust Deed

Box No. 146

TO

GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:
Windy City Exteriors, Inc.

LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2180

END OF RECORDED DOCUMENT