

# UNOFFICIAL COPY

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27369734

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

49-41256

This Indenture, WITNESSETH, That the Grantor ... Juan Serrano and wife Gladys C. ....  
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 five hundred thirty four 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 13 in Block 2 in Keeney's Highland Addition to Austin being a subdivision of  
the North Half of the Northwest Quarter of the Northwest Quarter of Section 4...  
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 ... JUAN SERRANO & WIFE GLADYS C. AS JOINT TENANTS  
justly indebted upon ..... one ..... principal promissory note .. bearing even date herewith, payable  
to HALE VIEEN TRUST & SAVINGS BANK

payable in 60 successive monthly instalments each of 198.90 due MONTHLY  
on the note commencing on the 11 day of JANUARY 1985 and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

THIS IS A DEED OF TRUST

The Grantor ... covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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, so that waste to said premises shall not be committed or suffered; (4) 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 make such selection and to collect from the insurance companies the amount of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee, No. trustee, and second, to the Trustee herein as their interests may appear, which policies shall remain with the first Mortgagors 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 so 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 therefrom from time to time, and the 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.

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, or by suit at law, or both, the same as if all of said indebtedness had then matured by express term.

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, or by suit at law, or both, the same as if all of said indebtedness had then matured by express term.

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 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 21st day of September ..... A.D. 1984

X *Jean S* ..... (SEAL)

XX *Gladys Serrano* ..... (SEAL)

..... (SEAL)

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State of Illinois  
County of Cook } ss.

I, Sid Karmia

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Juan Serrano & Gladys his wife as joint tenants

personally known to me to be the same person whose name is..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

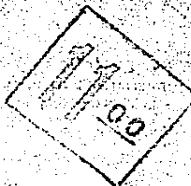
Given under my hand and Notarial Seal, this 21st  
day of September A.D. 1984.

My Commission Expires April 28, 1986

Sid Karmia  
Notary Public

REC-1284 997150 27369734 A - REC 11.00

12 DEC 84 10:10



Box No. 144

SECOND MORTGAGE

**Trust Deed**

TO

GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Noemí Heitner

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2480

NOEMÍ HEITNER

**END OF RECORDED DOCUMENT**