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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

85 044 084

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE WITNESSETH, That MARCOS FERNANDEZ, married to LYDIA Z. FERNANDEZ, and OMAR CHILLON, married to ELIZABETH A. CHILLON,
 (hereinafter called the Grantor), of the CITY of CHICAGO County of COOK
 and State of ILLINOIS, for and in consideration of the sum of
TEN THOUSAND AND NO/100ths (\$10,000.00) * * * * * Dollars
 in hand paid, CONVEY AND WARRANT to CHARLES B. ZELLER, JR., 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, air-conditioning, 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 six (6) in Block two (2) in Heafield and Kimbell's Subdivision of Lot two (2) in Kimbell's Subdivision of the East half (E½) of the South West Quarter (SW¼) and the West half (W½) of the South East Quarter (SE¼) of Section twenty-six (26), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois

COOK COUNTY, ILLINOIS
FILE FOR RECORD

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PT# 13-26-303-005-44

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, S. MARCOS FERNANDEZ, married to Lydia Z. Fernandez, and Omar Chillon, justly indebted upon their principal promissory note, bearing even date herewith, payable \$150.00 or more on 6/5/85 and \$150.00 or more on the 5th day each month thereafter until this note is fully paid. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Interest from 5/5/85 on the balance of principal remaining from time to time unpaid at the rate of 12% per annum.

The line of the within Trust Deed is subject to and subordinate to the lien of the Trust Deed made by Marcos Fernandez and Omar Chillon, dated May 5, 1985, in the amount of \$12,000.00. All rights of the holder and owner of the indebtedness secured by the within Trust Deed are subject and subordinate to the right, title and interest of the holder of said first mortgage of \$12,000.00.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to an agreement extending time of payment; (2) to pay taxes on 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; (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 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 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.

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 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 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 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 thereon, 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—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. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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 or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act then CHICAGO TITLE AND TRUST COMPANY 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 trustee 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 S this 4th day of MAY, 1985.

Marcos Fernandez (SEAL)
Omar Chillon (SEAL)

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BOX No. 633

SECOND MORTGAGE Trust Deed

The Installment Note mentioned in the within Trust Deed has been identified herewith by the trustee. REL#3263

WJ

MARCOS FERNANDEZ, married to LYDIA Z. FERNANDEZ, and OMAR CHILLON, married to ELIZABETH A. CHILLON

(CHARLES B. ZELLER, JR.)

TO CHARLES B. ZELLER, JR., TRUSTEE

ADDRESS OF PROPERTY: 3747 W. Diversey Avenue Chicago, Illinois

THIS INSTRUMENT PREPARED BY C. B. ZELLER 1457 W. BELMONT AVENUE CHICAGO, ILLINOIS 60657

Commission Expires 1988

(Impress Seal Here)

6/17

Given under my hand and notarial seal this 4th day of MAY 1985

Witness of the right of homestead. Instrument as therein free and voluntary act, for the uses and purposes therein set forth, including the release and appeared before me this day in person and acknowledged that they signed, sealed and delivered the said personally known to me to be the same person, whose names are, subscribed to the foregoing instrument, OMAR CHILLON, married to Elizabeth A. Chillon

State aforesaid, DO HEREBY CERTIFY that MARCOS FERNANDEZ, married to Lydia Z. Fernandez, and

I, a Notary Public in and for said County, in the

STATE OF ILLINOIS COUNTY OF COOK ss.

Property of Cook County Clerk's Office

GEORGE E. COLE, LEGAL FORMS

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