

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202 0 6 1 5 0 5

85061605

THIS INSTRUMENT, WITNESSETH, That Juan Correa and Ernestina Correa his wife
 hereinafter called the Grantor), of the City of Chicago County of Cook
 and State of Illinois, for and in consideration of the sum of (\$9,000.00)
Nine thousand & no/100 Dollars
 in hand paid, CONVEY AND WARRANT, to Madison Bank and Trust Company
 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 fol-
 lowing 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 37 (except the south 7 feet thereof) and the south half of lot 38
 in Block 8 in Grant and Keeney's addition to Pennock, a subdivision of
 the East half of the West half of the Northwest quarter of Section 35,
 Township 40 North, Range 13 East of the Third Principal Meridian

Permanent Index No. 13-35-124-041 *jk*

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 Correa and Ernestina Correa his wife
 justly is indebted upon A principal promissory note bearing even date herewith, payable

34 Monthly installments of \$186.40 until paid in full

85061605

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 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; (4) that while said premises shall not be committed or suffered to be kept 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 of said mortgage, and, second, to the Trustee herein
 as their interests may appear, which policies shall be left and remain in 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 so to insure, or pay taxes or assessments, or the prior incumbrances, or to pay such taxes or assessments 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 as and 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
 hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the principal and interest 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.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure
 hereon--including reasonable attorney's fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract showing
 the whole title of said premises embracing foreclosure proceedings--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 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, or 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, or the Grantor and for the heirs, executors,
 administrators and assigns of the Grantor gives 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 _____ County of the grantee, or of his resignation, refusal or
 failure to act, then _____ 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 grantor or his
 successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S and seal S of the Grantor S 27th day of April 19 85

This instrument prepared by:
 Marvin G Levin
 4021 W Irving Pk. RD
 Chicago, Illinois
 60641

David Levin (SEAL)
Ernestina Correa (SEAL)
 X *Juan Correa*

UNOFFICIAL COPY

BOX No. 131

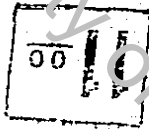
SECOND MORTGAGE
Trust Deed

Juan & Ernestina Correa
& Daniel Correa

TO

Madison Bank and Trust

85061605



DEPT-91 RECORDING \$11.60
781111 TRAN 0471 06/14/85 14:27:00
#5363 # 8 * -85-061605

20210038

Commission Expires 1/19/86

(Imprints Set Here)

Marvin G. Levin
Notary Public

Given under my hand and notarial seal this 27th day of April 19 85

wave of the right of homestead.

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 their free and voluntary act, for the uses and purposes therein set forth, including the release and

I, Marvin G. Levin a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Correa and Ernestina Correa his wife

STATE OF Illinois
COUNTY OF Cook

ss

20210038