

UNOFFICIAL COPY

TRUST DEED-SECOND MORTGAGE FORM (ILLINOIS)

85062615

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This Indenture, WITNESSETH, That the Grantor, Juan Barragan and Adela Barragan and Santiago Barragan and Raquel Barragan and Gamaliel Barragan and Maria Barragan

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of TWO THOUSAND SEVEN HUNDRED NINETEEN AND 68/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 28 in Block 3 in Taylors subdivision of Lot 1 in Assessor's
Division of the East 1/2 of the Northwest 1/4 of Section 8, Township
39 North, Range 14, East of the Third Principal Meridian in Cook
County, Illinois, commonly known as 1314 West Huron, Chicago, Illinois.

Permanent Tax No. 17-08-105-043

RP

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 Barragan and Adela Barragan and Santiago Barragan and
Raquel Barragan and Gamaliel Barragan and Maria Barragan
jointly and severally, do hereby make and enter into this principal promissory note, bearing date herewith, payable
to O'HARVEY LUMBER COMPANY, and assigned to Northwest National Bank for the sum of
TWO THOUSAND SEVEN HUNDRED NINETEEN AND 68/100 (2,719.68)

payable in 24 successive monthly instalments each of \$13.32 due
on the note commencing on the 19th day of July 1983 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

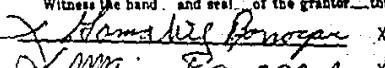
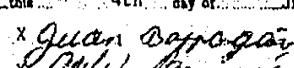
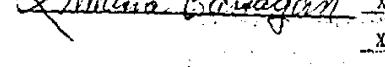
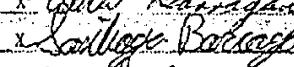
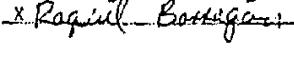
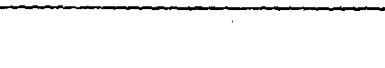
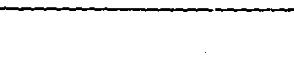
The Grantor, covenants, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or
extending to the grantor, within time agreed; (2) to pay to the first day of January next, all taxes and assessments against said premises,
and debts and liabilities thereon; (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) to make to said premises as shall 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 grantor, who is hereby authorized to place such insurance in companies acceptable to the holder
of this first mortgage indebtedness, with insurance attached payable to the last Trustee or Mortgagor, and, second, to the Trustee herein as to all interests
that may appear, which policies shall be left and remain with the said Mortgagor; (6) to pay to the holder of this note until the indebtedness is fully paid, (7) to pay all prior incumbrances,
set off the interest accrued, and to pay all costs of collection, and attorney fees, and expenses of suit, and all other expenses of collection, and
expenses of defense, and all other expenses of suit, or pay taxes or assessments, or the like, or any other charges 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 liens or title affecting said premises or her
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, plus 1/2 an inch additional adobusness accrued thereby.

In THE EVENT of a breach of any of the aforesaid covenants or agreements, the holder 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, as
seven per cent, per annum, and all such amounts shall be recoverable by foreclosure thereof, or by suit at law, or by the same as if all said indebtedness had then matured by
express terms.

It is Agreed by the grantor, that all expenses and disbursements paid or incurred in or connection with the foreclosed hereof,
including reasonable solicitor's fees, outlays for documentary evidence, messenger's charges, costs of advertising or completing abstract showing the whole
title of said premises embracing foreclosed property, and the expenses of recording, or otherwise, of the instrument, executed by the grantor or
representative, for the transfer of the same, and all expenses of sale, including all expenses of sale, as such may be a party shall be liable for the same. All 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, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, or a release given, until all such expenses
and disbursements, and the costs of suit, including collector's fees have been paid. The grantor, for and on behalf of the heirs, executors, administrators
and assigns of said grantor, waives all right to the possession of, and income from, said premises pending a final decree proceedings, and agrees, that
upon the filing of any bill to foreclose this Trust Deed, in which bill to do, may at once and without notice, sue and grantor, or to any party
claiming under said grantor, appear as a trustee to take possession of, charge with power to collect, to pay all taxes and costs of the sale,

In THE EVENT of the death, removal or absence from said County of the grantor, or of his refusal or failure to act, then
Thomas S. Larsen, of said County is hereby appointed to be first successor to this trust; and if, for
any like cause and first successor fails 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, and seal, of the grantor, this 4th day of June, A. D. 1985

  (SEAL)
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  (SEAL)
  (SEAL)

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UNOFFICIAL COPY

State of Illinois {
County of Cook

I. IRVIN S. NOWAK

a Notary Public in and for said County, in the State aforesaid, No. Marin, County that
Juan Barragan and Adela Barragan and Santiago Barragan and
Raquel Barragan and Gamaliel Barragan and Maria Barragan
personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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.

seen under my hand and Notarial Seal, this 4th
day of June, A. D. 1885.

Notary Public.

DEPT-81 RECORDING #5637 # A *-85-062915
T11111 TRAIN 0634 06/17/85 10:55:00
\$11.00

Trust Deep

JUAN BARRAGAN and ADELA BARRAGAN, his wife and SANTIAGO BARRAGAN and RAQUEL BARRAGAN, his wife and GAMILIEL BARRAGAN and MARIA BARRAGAN, his wife

JOSEPH DEZONNA, "Truquée"

THIS INSTRUMENT WAS PREPARED BY

Bonhag E Nowicki

Northwest National Bank
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

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