

85076811

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This Indenture, WITNESSETH, That the Grantor **MANUEL SALGADO and BERTHA SALGADO, his wife**

of the City of **Chicago** County of **Cook** and State of **Illinois** **85076811**

for and in consideration of the sum of **Twenty-seven hundred thirty-nine and no/100** Dollars in hand paid, CONVEY AND WARRANT **JOSEPH DEZONNA, Trustee**

of the City of **Chicago** County of **Cook** and State of **Illinois** the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing 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 10 in Charles S. Neeros' Resubdivision of Block 6 of Grant and Keeney's Addition to Pennock, a Subdivision of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 2130 North Avers, Chicago, Illinois.**

Permanent Tax No. **13-35-117-030-0000** **ML**

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 **MANUEL SALGADO and BERTHA SALGADO, his wife** justly indebted upon **their one** principal promissory note, bearing even date herewith, payable **TOP LINE HOME IMPROVEMENT CO.** and assigned to **Northwest National Bank** for the sum of **Twenty-seven hundred thirty-nine and no/100 dollars (\$2,739.00)** payable in **12** successive monthly instalments each of **228.25** due on the note commencing on the **1st** day of **August 1985**, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon herein and in said 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) to pay 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 in said premises shall not be committed or suffered, that to keep all buildings now or at any time on said premises insured in compliance with the policy or policies of insurance selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with such clause as to be 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, (5) 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 to so insure, or pay taxes or assessments, or the price incumbrances or the interest thereon when due, the parties to 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, and all prior incumbrances and the interest at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all accrued 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 terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, abstracting instrument, etc., shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 a release heard given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the trustee, executor, administrator and assigns of said 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 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 grantor, or of his refusal or failure to act, then **Thomas S. Larsen** 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 above 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 **17th** day of **June** A. D. 19 **85**

X. Manuel Salgado (SEAL)
X. Bertha Salgado (SEAL)

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State of Illinois
County of Cook } ss.

I, JOSEPH D. VITULLI

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that MANUEL SALGADO and BERTHA SALGADO, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y 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.

Given under my hand and Notarial Seal, this 17th day of June A. D. 19 85

Joseph D. Vitulli
Notary Public

My Commission Expires June 24, 1987

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 2960 06/26/85 10:29:00
#7182 # A *-85-076811

Box No. 246

SECOND MORTGAGE

Trust Deed

MANUEL SALGADO and
BERTHA SALGADO, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641



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