

This Indenture, WITNESSETH, That the Grantor MARCO T. ARANA and MARTA Y. ARANA: his wife

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

for and in consideration of the sum of Seventy-three hundred forty-one and no/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 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 42 in Block 5 in Irving Park Addition, being a Subdivision of Lot 2 to 6 inclusive and 16 to 20 inclusive and part of the Southeast 1/2 and part of the North 1/2 of Lot 21 and the Northeast 1/4 of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 4600 North Keystone, Chicago, Illinois.

Parcel Tax No. 13-15-221-034-0000

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 MARCO T. ARANA and MARTA Y. ARANA, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable

ZENITH HOME IMPROVERS CO., INC. and assigned to Northwest National Bank

for the sum of Seventy-three hundred forty-one and no/100 dollars (\$7,341.00)

payable in 60 successive monthly instalments each of 122.35 due

on the note commencing on the 05th 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, as 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) 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 the same attached payable first, to the first Trustee or Mortgagee, and thereafter as their interests may appear, which policies shall be left and remain with the said Trustee or Trustees until the indebtedness is fully paid; (6) to pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable; (7) to insure, or pay taxes or assessments, or the principal 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 with interest with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby; (8) in the event of a breach of any of the foregoing covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent per annum, shall be recoverable by the grantee or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms; (9) that all expenses and disbursements paid or incurred in behalf of complainant in connection with this foreclosure hereof - including reasonable attorney's fees, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or any party, shall also be paid by the grantor; (10) all such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree or order rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release of all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said premises, and for the heirs, executors, administrators 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 such suit to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or 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 grantee, or of the 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 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 June A. D. 1985

Signature lines for Marco T. Arana and Marta Y. Arana with (SEAL) markers.

H 079260

# UNOFFICIAL COPY

State of Illinois  
County of Cook } 55.

I, Edward J. Franks  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Marco T. Arana  
and Marta Y. Arana (his wife)

personally known to me to be the same person whose name Arana subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 June A. D. 19 85

Edward J. Franks  
Notary Public

My Commission Expires May 30, 1988

DEPT-01 RECORDING \$11.00  
T#1111 TRAN 3267 06/27/85 10:34:00  
#9670 # A \* -85-079260

Doc No. 246  
**SECOND MORTGAGE**  
**Trust Deed**  
MARCO T. ARANA and  
MARTA Y. ARANA, his wife  
TO  
JOSEPH DEZONNA, Trustee  
THIS INSTRUMENT WAS PREPARED BY:  
Robert E. Nowicki  
Northwest National Bank  
3985 Milwaukee Avenue  
Chicago, Illinois 60641  
85079260