

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

85 117 867

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That JUANITO P. GARCIA & VIRGINIA GARCIA, his wife

(hereinafter called the Grantor) of 4840 North Neva, Chicago, Illinois 60656
(No. and Street) (City) (\$31,720.08) (State)

for and in consideration of the sum of Thirty-One Thousand Seven Hundred Twenty & 8/100 Dollars
in hand paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK, a corporation of Illinois,
of 111 East Busse Avenue, Mount Prospect, Illinois 60056 Trustee
(No. and Street) (City) (State)

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 18 in Katherine Miller's Subdivision of the East 316.26 feet of the West 462.28 feet of the South West 1/4 of the South West 1/4 of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

INDEX NO.: 13-07-336-015

PROPERTY ADDRESS: 4840 North Neva, Chicago, Illinois 60656

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5c) for each dollar (\$) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

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 JUANITO P. GARCIA AND VIRGINIA GARCIA, his wife justly indebted upon One installment note bearing even date herewith, payable to the MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Thirty-One Thousand Seven Hundred Twenty & 8/100 (\$31,720.08) Dollars, the said principal and interest to be paid in monthly installments of Three Hundred Seventy Seven & 62/100 (\$377.62) Dollars on the 5th day of September A. D., 1985, and Three Hundred Seventy Seven & 62/100 (\$377.62) Dollars on the 5th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 5th day of August A. D., 1992, with interest after maturity until paid at the rate of 11.25 per centum per annum.

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, when due 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 secondly, 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 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 eight 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 or 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 eight 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 and become due.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of said title in connection with the foreclosure hereof—including reasonable attorney's fees, delays 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 the 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 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.

The name of a record owner is: JUANITO P. GARCIA AND VIRGINIA GARCIA, his wife

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 & TRUST COMPANY of said County is hereby appointed to be first successor in the 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 16th day of July, 1985

Trust Deed has been identified herewith under Identification No. 2-8921

MOUNT PROSPECT STATE BANK, a corporation of Illinois, Trustee
BY: Juanito P. Garcia (SEAL)
Virginia Garcia (SEAL)

Trust Officer
This instrument was prepared by MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill.
BY: Gilbert F. Kleist, ASST. Vice President 60056

100-117-867

Property of

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 JUL 25 PM 12: 59

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STATE OF Illinois
COUNTY OF Cook } ss.

I, Martha Andoniadis a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JUANITO P. GARCIA AND VIRGINIA GARCIA, 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 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 waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of July, 19 85

(Impress Seal Here)

Martha Andoniadis
Notary Public

Commission Expires 10/10/87

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BOX No.

SECOND MORTGAGE
Trust Deed

JUANITO P. GARCIA AND VIRGINIA

GARCIA, his wife-----
TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee---

PROPERTY ADDRESS:

4840 North Nava
Chicago, Illinois 60656

MAIL TO: RECORDER'S BOX NO. 15

Mount Prospect State Bank
111 East Busse Ave.
Mt. Prospect, Ill. 60056
ATTN: Mrs. M. Meessmann
Inst. Ln. Dept.

GEORGE E. COLE®
LEGAL FORMS