

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

8 5 1 2 2 6 2 9

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That John L. Garcia and Alice D. Garcia- his wife

(hereinafter called the Grantor), of 8242 S. Fairfield Chicago, Il.

(City) (State)
(or and in consideration of the sum of Five thousand two hundred eighty-five and 88/100 Dollars

85122629

in hand paid, CONVEY AND WARRANT to Ford City Bank and Trust Co.
of 7601 S. Cicero Chicago, Il. 60652
(Post and Street) (City) (State)

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, 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 tenements and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lot 13 in Block 1 in Beverly Manor, being a resubdivision of part of Hazelwood and Wright's subdivision of the south 1/2 of the north east 1/4 of Section 36, Township 38 north, range 13 east of the third principal meridian (except railroad lands) in Cook County, Illinois.

19-36-224-032-0000
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 is justly indebted upon principal promissory note bearing even date herewith, payable Thirty-six (36) consecutive monthly installments of \$146.83 each commencing August 25, 1985 and maturing July 25, 1988.

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 repair 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 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; (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 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 14.57 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 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 the interest thereon from time of such breach at 14.57 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 hereof - including reasonable attorney's fees, outlays for document preparation, 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 said premises, 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 proceedings, 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 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.

The name of a record owner John L. Garcia and Alice D. 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 Ford City Bank and Trust Co. 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 of 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.

This trust deed is subject to

Witness the hand and seal of the Grantor this 16 Day of July, 19 85

Please print or type name(s) below signature(s)

John L. Garcia (SEAL)
John L. Garcia

Alice D. Garcia (SEAL)
Alice D. Garcia

This instrument was prepared by Michael Lahti - 7601 S. Cicero Chicago, Il. 60652
(NAME AND ADDRESS)

85122629

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

SS. Notary Public

I, John M. Burtch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John L. Garcia and Alice D. Garcia-his wife

personally known to me to be the same persons whose names 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 official seal this 16th day of July, 19 85.

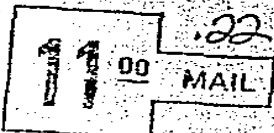
(Impress Seal Here)

John M. Burtch
Notary Public

Commission Expires

JUL-25 53211 • 85122629 • A — Rec 1122

29 JUL 25 2:47



Cook County Clerk's Office

85-122629

BOX No.

SECOND MORTGAGE
Trust Deed

John L. Garcia and

Alice D. Garcia, his wife

TO

Ford City Bank and Trust Co.

824 S. Fairfield
Chicago, Illinois



Mail to: Chris Amato
Ford City Bank and Trust Co.
7601 S. Cicero
Chicago, Illinois 60652

GEORGE E. COLE
LEGAL FORMS