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THIS DOCUMENT PREPARED BY: BETTY D. SELL, 4000 W. NORTH AVE., CHICAGO

85130690

8 5 1 3 0 8 9 0 27-35739

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor (s) Romeo M. / Aguila and Myrna O. Aguila, his wife
 Property address: 6425 N. Whipple
 of the City of Chicago County of Cook and State of Illinois
 for and in consideration of the sum of Five thousand four hundred twenty-four & 96/100 Dollars in hand paid, CONVEY. AND WARRANT to R. D. McGLYNN, 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 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:
The North 1/2 of Lot 14 in Block 4 in Grady and Wallen Devon Avenue Addition to Rogers Park a Subdivision of the East 505.82 feet of the South 1328.42 feet of Lot 4 in Assessors Division of the South West 1/4 Section 36, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.
 P.A. I. # 10-36-323-043

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 (s) Romeo M. Aguila and Myrna O. Aguila, his wife justly indebted upon one principal promissory note, bearing even date herewith, payable
payable in 48 successive monthly instalments each of \$113.02 due on the note commencing on the 12th day of Sept. 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The GRANTOR(s) covenant, and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided or accruing thereon, according to the terms 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) 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, and that same to hold premises shall not be constituted or suffered; (4) To keep all buildings new or at any time on said premises as required in compliance with the covenants herein, who is hereby authorized to place such insurance in compliance acceptable to the holder of the first mortgage indebtedness, as such loss issues, attached 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; (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 so insure, or pay taxes or assessments, or the prior incumbrances on the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien arising said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor(s) agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.
 It is ACQUIRED by the grantor(s) that all expenses and disbursements paid or incurred in behalf of complainant in an action with the foreclosure hereof, including reasonable solicitors fees, outlays 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(s) and the like expenses and disbursements, occasioned by any suit or proceeding where the grantor(s) or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor(s). 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 hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors' fees have been paid. The grantor(s) and said grantor(s) and for the heirs, executors, administrators and assigns of said grantor(s) waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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(s) or to any party claiming under said grantor(s) 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(s) of his refusal or failure to act, then Joan J. Bahrendt of said County is hereby appointed to be the 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 grantor(s) or to any party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor(s) this 29th day of July A. D. 1985
 X Romeo M. Aguila (SEAL)
 X Myrna O. Aguila (SEAL)

BOX 22

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State of Illinois }
County of Cook } St.

I, the undersigned

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Romeo M. Aguila and Myrna O. Aguila, his wife

personally known to me to be the same person whose name is 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 A 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 29th day of July, A. D. 1985

Eileen M. Kearney
Notary Public

My Commission Expires April 13, 1988

DEPT-91 RECORDING \$11.00
TR#2222 TRAN 1605 85/02/85 11:07:00
#7748 # B * 85-130690

11.00

Box No. 22

SECOND MORTGAGE

Trust deed

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

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