

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILL. CHS)

8 5 1 4 885148805

49-45043

1010-1-1000-010

This Indenture, WITNESSETH, That the Grantor Efrain Serrano and wife
Marisol as Joint Tenants

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

for and in consideration of the sum of Eight Thousand One Hundred Seven & 68/100 Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, 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:

Lot 33 in Block 7 in Johnston and Cox' Subdivision of the South West 1/4 of the South West 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

COMMONLY KN OWN AS: 1627 NORTH ALBANY, CHICAGO

PERMANENT TAX NO: 13-36-326-012

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 Efrain Serrano and wife Marisol as joint tenants justly indebted upon one principal promissory note, bearing even date herewith, payable to: Cory Construction Corp. Assigned to Lake View Trust & Savings

payable in 84 successive monthly instalments each of 96.52 due monthly on the note commencing on the 21 day of SEPT 1983, 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, a sum of money to be ascertained 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 grantor 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, second, to the Trustee herein as their interests may appear, which policies shall be held and remain in full force and effect 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 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 title defect, and 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 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 the 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 seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, of 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 foreclosure hereof including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing force of any decree 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 in priority to any other liens, 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 a release heard given, until all such expenses and disbursements, and the costs of suit, including witness's fees have been paid. The grantor, the said grantor and for the heirs, executors, administrators and assigns of said grantor, and 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, 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 grantor, or his refusal or failure to act, then

Thomas F. Bussey 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 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 07 day of October, A. D. 1983

Efrain Serrano
Marisol Serrano

(SEAL)
(SEAL)
(SEAL)
(SEAL)

85148805

State of Illinois }
County of Cook } 115

I, Alex Eisenberg
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Efrain Serrano and
wife Marisol as joint tenants

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 Notarial Seal, this
day of AUGUST, A. D. 1985

Alex Eisenberg
Notary Public

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#2222 TRAN 2517 08/16/85 09 21.00
#4957 # B * 85-148805

11 00

85-148805

Box No. 146
SECOND MORTGAGE
Trust Deed
Efrain & Marisol Serrano
3749 W. Belmont
CHgo IL 60647
TO
GERALD E. SIKORA, Trustee
Lake View Bank
3001 N. Ashland Ave
Chicago, IL 60647

THIS INSTRUMENT WAS PREPARED BY:
COX CONSTRUCTION CO. LD.
6316 N. Cicero Ave.
Chicago, IL 60646
Alex Eisenberg
ALC NEW TRUST AND SAVINGS BANK
3201 N. Ashland Ave, Chicago, IL 60647
312/525-2180

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