

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

B 5 85167534

This Indenture, WITNESSETH, That the Grantor, CARLOS E. MOLINA & ZOILA MOLINA, his wife,

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

for and in consideration of the sum of Thirty Two Hundred Eighty Seven and 28/100— 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 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 24 in Block 2 in Dickey and Baker's Second North West Addition being a Resubdivision of the South East 1/4 of the North East 1/4 of the North West 1/4 of Section 34, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 2211 North Kilbourn, Chicago, Illinois.

Permanent Tax No. 13-34-113-017.

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, CARLOS E. MOLINA AND ZOILA MOLINA, his wife, justly indebted upon the above one principal promissory note bearing even date herewith, payable STATE FARM LUMBER & CONSTRUCTION CO., and assigned to Northwest National Bank for the sum of Thirty Two Hundred Eighty Seven and 28/100. (\$3287.28), payable in 24 successive monthly instalments each of 136.97, due on the note commencing on the 15th day of Sept., 1885, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor, above set forth, and agree as follows: To pay and make ready, and to defend him, as herein and as, and states provided, in accordance with the agreement extending from the date of this instrument to the first day of January next, all taxes, assessments, expenses, interest and premiums, and in general to exhibit ready, fit and clean walls, doors and windows, and damage or removal or restore all buildings or improvements on or about premises that may have been destroyed or damaged, if that waste or said premises shall not be compensated or suffered, to keep all buildings free of any firewood and persons, except as may be selected by the grantee, jointly with the first Trustee or Mortgagee, and, to the Trustee, jointly with the first Trustee or Mortgagee, to pay all taxes, which shall be settled with the said Mortgagees or Trustees until the indebtedness is fully paid, to pay all taxes, insurance, and interest thereon, at the time or times when the same shall become due and payable.

In case of failure to pay taxes or assessments, or the interest thereon, when due, the grantee or the holder of said indebtedness may prosecute such action, or pay such taxes or assessments, or discharge or purchase any taxes or title affecting said premises or pay all taxes, insurance, and interest thereon from the date of payment at which time the same shall be much reduced, and the same with interest thereon from the date of payment at which time the same shall be much reduced.

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 with interest thereon from time of such breach, at six percent, per annum, shall be recoverable by foreclosure thereof, by suit at law, or equity, the same as if all of said indebtedness had then matured by express terms.

At the time of sale, that all taxes, assessments, expenses, interest and premium, and all other amounts due and payable, including the amount of any part of said indebtedness, shall be paid by the grantee, and the like expenses and disbursements, committed to any sale, preceding wherein the creation, by title of any part of said indebtedness, as such, may be a party, shall also be paid by the grantee.

All such expenses and disbursements shall be an additional liability upon and premium, shall be saved to costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether suits of sale shall have been entered in, not, and not be dismissed, nor a release given, until all such expenses and disbursements, the costs of suit, including attorney fees, have been paid. The grantee, for itself, and for the heirs, executors, administrators, and assigns, and its successors in title, will, at all times, hold the same in quiet possession, and agree, that upon the filing of an bill to foreclose that Trust Deed, the court in such suit, shall be held to be of record and without notice to the same, it shall be so held, and the party claiming under said grantee, shall 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 and Cook County of the grantor or his representative failure to act, then Thomas S. Larsen, of said County or his heirs appointed to be first successor in this trust, and if for any like cause and first successor fail or refuse to act, the person who shall then be the acting Heirs and 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, in receiving his reasonable charges.

Witness the hand and seal, of the grantor, this 1st day of August, A.D. 19²¹

Carlos E. Molina (SEAL)
Zoila Molina (SEAL)

85167534

UNOFFICIAL COPY

State of Illinois
County of Cook

55.

I, *Marilyn Berkman*,
a Notary Public in the State of Illinois, in the County of Cook, in the State aforesaid, do hereby certify that CARLOS E. MOLINA &
ZOILA MOLINA, His wife,

personally known to me to be the same person as whose name is above, were personally known to me to be the same person as whose name is above, 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 1st
day of August, A.D. 1985.

Marilyn Berkman
Notary Public
My Commission Expires 8/4/87

DEPT-01 RECORDING 411 90
7+111 TRAN 9014 08/27/85 0P 29 60
#3265 * A * -85-167534

SECOND MORTGAGE Deed

Deed No. 1246

CARLOS E. MOLINA &
ZOILA MOLINA, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Avenue
Chicago, IL 60641