

UNOFFICIAL COPY

85204261

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

8 3 2 4

85204261

This Indenture, WITNESSETH, That the Grantor AMPARO MENENDEZ & RICARDO M. LOPEZ & HECTOR D. LOPEZ

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Twenty One Thousand One Hundred Fifty Three & 72/100 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 every thing 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 and the East 1/2 of Lots 32 in Block 23, in James H. Campbell's addition to Chicago, being a Subdivision of the Northwest 1/4 (except the East 50 feet thereof), of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 3738 West 56th Street, Chicago, Illinois.

Permanent Tax No. 19-14-122-049 MI

Hereby releasing and waiving all rights under and by virtue of the home-lead exemption laws of the State of Illinois as Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein. When The Grantor AMPARO MENENDEZ & RICARDO M. LOPEZ & HECTOR D. LOPEZ justly indebted by THEIR one principal promissory note bearing even date herewith, payable BUDLONG BUILDERS, INC., and assigned to Northwest National Bank for the sum of Twenty One Thousand One Hundred Fifty Three & 72/100 (\$21,153.72) payable in 24 successive monthly instalments each of 251.83 due on the note commencing on the 1st day of Nov. 1985 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, if herein and in said note provided, or according to any agreement extending time of payment, (2) to pay prior to the first day of June in each year, all taxes and assessments levied and assessed on said premises and on improvements thereon, (3) within sixty days after destruction or damage to or failure of any improvements on said premises that have been destroyed or damaged, (4) if there be any premises shall not be committed or suffered, (5) to keep all buildings and improvements on said premises insured in compliance with the grantor herein, who is hereby authorized to place such insurance in compliance with the holder of the first mortgage indebtedness with law clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be assigned and reinsured with the said Mortgagee or Trustee and the insurances be fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same will become due and payable, (7) to pay the interest thereon when due, the grantor of the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or perform any tax lien or lien affecting said premises or pay all other obligations and the interest thereon from time to time, and all money so paid, the grantor agree to pay 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 foregoing covenants or agreements the whole of said indebtedness, including principal and all accrued 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, 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 by the holder of said premises in connection with the herebefore herein including reasonable collection fees, outlays for documentary evidence, stenographer's charges, cost of printing or recording or recording or abstracting, the whole of said indebtedness only using the mortgagee's name shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder in any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements of the holder of said premises, shall be paid, and shall not be discharged, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor for said premises, and the holder, executor, administrator and assigns of said grantor, agree, all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and a new 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 grantor, and to any party claiming under and profit therefrom, appoint a receiver to take possession of and 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 in the event of failure to act, the Thomas S. Larsen 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 Receiver 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, without any reasonable charges.

Witness the hand and seal of the grantor this 17th day of September, A. D. 1985

X Hector D. Lopez (SEAL)
X Amparo Menendez (SEAL)
X Ricardo M. Lopez (SEAL)

85204261

UNOFFICIAL COPY

State of Illinois
County of Cook } 55.

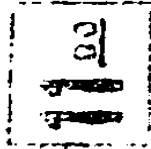
I, Merwin Zuk
a Notary Public in and for said County of the State aforesaid, Do Truly Certify that AMPARO MENENDEZ &
RICARDO M. LOPEZ & HECTOR D. LOPEZ

personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t hey 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.

Gave under my hand and Notarial Seal, this 17th
day of September A D 19 85

Merwin Zuk
Notary Public

85204261



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAM 5733 09/25/85 09:53:00
#3455 # 5 * 85-204261

Rev No. 246

SECOND MORTGAGE

Trust Deed

AMPARO MENENDEZ &
RICARDO M. LOPEZ &
HECTOR D. LOPEZ

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert F. Nowicki

Northwest National Bank
3985 Milwaukee Avenue
Chicago, IL 60641