

# UNOFFICIAL COPY

85206001

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor **NARCISO ALVARADO and GARMEN ALVARADO,**  
his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Twenty-four hundred nineteen and 56/100 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 6 in Fricke and Dose's Subdivision of the West 10 acres of the South  
20 acres of the North 43.30 acres of the Northwest 1/4 of Section 36,  
Township 40 North, Range 13, East of the Third Principal Meridian in Cook  
County, Illinois, commonly known as 3022 West Belden, Chicago, Illinois.**

Permanent Tax No. 13-36-104-012-0000 *AT*

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois,  
be TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor **NARCISO ALVARADO and GARMEN ALVARADO,** his wife  
justly indebted upon the **one** principal promissory note, bearing even date herewith, payable  
**M. WALTER & CO.** and assigned to **Northwest National Bank** for the sum of  
**Twenty-four hundred nineteen and 56/100 dollars (\$2,419.56)**  
payable in **36** successive monthly instalments each of **67.21** due  
on the note commencing on the **7th** 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 do hereby warrant and agree as follows: To pay said principal and the interest thereon, as herein and in said notes provided, or according to any agreement extending to the principal or interest, or to pay interest to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor within sixty days after deduction or damage to said premises or to pay all building or fire insurance premiums on said premises that may have been deducted or damaged. If that waste to said premises shall not be constituted or suffered, the tax and building or fire insurance premiums shall be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage on said premises, with the clause attached payable to the first Trustee or Mortgagee, and secured to the Trustee herein as their interests may appear, which policies shall be left and remain in full force until the indebtedness is fully paid. If to pay all prior encumbrances, and the interest thereon, at the time of time when the same shall become due and payable.  
In the event of failure to insure, or pay taxes or assessments, or the principal or interest thereon when due, the holder of the note of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or prepay any such lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately with interest and the same with interest therefrom from the date of payment of each per cent per annum, shall be as much additional indebtedness secured hereby.  
In the event of a breach of any of the aforesaid covenants or agreements the whole of the indebtedness, including principal and all accrued interest shall, at the option of the lender under the note, with or without notice, become immediately due and payable, and also interest thereon from time to time, at such rate, per cent, per annum, shall be as much as the lender hereunder thereof, or its out of law, or both, the same as if all of said indebtedness had then matured by express term.  
It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of any amount in connection with the herebefore terms, including reasonable advertising fees, outlays for documentary evidence, through agent charges, cost of printing or completing instruments, and the whole title of said premises until the foreclosing decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding against 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 a part of the principal of the note, and shall be added and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether voluntary or involuntary, shall be deemed to have been commenced, and a release hereof given, until all such expenses and disbursements, and the costs of suit, including the collector's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, do hereby irrevocably and exclusively assign, convey, transfer, and warrant to the Trustee herein, 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 to 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 same.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then **Thomas S. Larsen** of said County is hereby appointed to be the acting recorder of deeds of said County in behalf of said grantor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then for 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 to receive the same, free of all reasonable charges.

Witness the hand and seal of the grantor this **23rd** day of **September**, A. D. 19 **85**

*Narciso Alvarado* (SEAL)  
*Garmen Alvarado* (SEAL)

# UNOFFICIAL COPY

State of Illinois  
County of Cook } 55.

I, Edmund B. Hanson  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that NARCISO ALVARADO and CARMEN ALVARADO, his wife

personally known to me to be the same person whose name s. 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

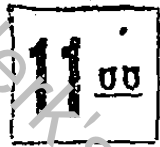
Given under my hand and Notarial Seal, this 23rd day of September A. D. 19 85

Edmund B. Hanson

MY COMMISSION EXPIRES  
APRIL 7, 1988

DEPT-61 RECORDING 511.00  
141111 FROM 6023 6705 85 BY 42 00  
43939 # A -85-206001

Property of Cook County Clerk's Office



Box No. 246

SECOND MORTGAGE

**Trust Deed**

NARCISO ALVARADO and  
CARMEN ALVARADO, his wife  
TO  
JOSEPH DEZONNA Trustee

THIS INSTRUMENT WAS PREPARED BY:  
Robert E. Nawicki

Northwest National Bank  
3985 Milwaukee Ave.  
Chicago, Illinois 60661

85206001