

UNOFFICIAL COPY

TRUST DEED--SECOND MORTGAGE FORM (ILL. 1-75)

85215184 27-35596-138

This Indenture, WITNESSETH, That the Grantor Juan L. Ramirez and Adela Ramirez, his wife 85215184 1809 W. 17th St. - Property Address of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Three thousand nine hundred thirty-three & 24/100 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 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 54 in Block 35 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. P. R. E. I. 7-19-405-021 J.D.W.

85215184

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 Juan L. Ramirez and Adela Ramirez, his wife justly indebted upon one principal promissory note, bearing even date herewith, payable payable in 12 successive monthly installments each of \$327.77 due on the note commencing on the 12th 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 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, all taxes and assessments against said premises, and on demand to exhibit receipts therefor. 3. To keep all buildings, now or at any time on said premises insured in compliance with the policy 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 attaching, payable to the first Trustee of Mortgage, and, second, to the Trustee herein as their interests may appear, who is hereby authorized to select the said Mortgagee or Trustee, and the indebtedness is fully paid. 4. To pay all prior incumbrances and the interest thereon at the time or times when the same shall lawfully be and payable. 5. To pay taxes or assessments of the principal and interest thereon when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge of purchase money tax or other title affecting said premises or of 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 repaid to the holder of said indebtedness as and hereby. 6. In the event of a breach of any of the aforesaid 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 it had been so provided in the instrument by express terms. 7. In the event of a foreclosure or other sale of said premises, the grantor shall be bound to pay all expenses and disbursements incurred by the holder of said indebtedness in connection with the foreclosure or other sale, including reasonable solicitor fees, outlays for documentary evidence, stenographic charges, cost of preparing or completing abstract showing the whole title of said premises, including foreclosure disbursements, 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 upon said premises, shall be paid 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 cost of suit, including solicitor fees, have been paid. The grantor, for said grantor and for the heirs, executors, administrators and assigns of said grantor, cove, save 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 to any party to said indenture, 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 of his refusal or failure to act, then Joan J. Behrendt 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, with saving his reasonable charges.

Witness the hand and seal of the grantor this 27th day of September A. D. 1985

Juan L. Ramirez (SEAL) Adela Ramirez (SEAL)

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Box No. 22

SECOND MORTGAGE

Trust deed

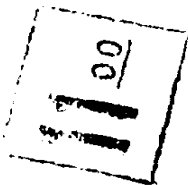
R. D. MCGINN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

0451 PB

Property of Cook County Clerk's Office



5521544

COOK COUNTY CLERK'S OFFICE  
15111 N. LAKE ST. CHICAGO, ILL. 60647  
TEL. 312-603-4000

I, the undersigned \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid. Do hereby certify that Juan L. Ramirez and  
Adela Ramirez, his wife  
personally known to me to be the same person whose name \_\_\_\_\_  
personally appeared before me this day in person, and acknowledged that the foregoing release and waiver of the right of homestead  
instrument, appended hereto, 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 September  
A. D. 19 85  
Eileen M. Kennedy  
Notary Public

State of Illinois }  
County of Cook } 55.