

UNOFFICIAL COPY

585-18994 / 27-35537-1318

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

This Indenture, WITNESSETH, That the Grantor Anthony Diaz and Teresa Diaz,
 his wife
 Property Address: 2843 N. Kilbourn
 of the City of Chicago County of Cook and State of Illinois
 for and in consideration of the sum of Eight thousand seven hundred twelve and no/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 Thirty-seven (37) in Block Five (5) in Pauling's Belmont Avenue
Addition to Chicago in the East Half (E½) of the North West quarter
(NW¼) of Section Twenty-seven (27), Township Forty (40) North, Range
Thirteen (13) East of the Third Principal Meridian, in Cook County,
Illinois.
P. R. E. I. #13-27-26-005 **JES.**

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 Anthony Diaz and Teresa Diaz, his wife
 justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 60 successive monthly installments each of \$145.20 due
 on the note commencing on the 15th day of Dec. 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 provided, and if said taxes 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. Within sixty days after destruction or damage to or loss of buildings or improvements on said premises that may have been destroyed or damaged, 4. That waste on said premises shall not be committed or suffered, 5. To keep all buildings now or at any time on said premises insured in compliance with the covenants herein, with a policy or policies that shall be placed in companies acceptable to the holder of the first mortgage indebtedness, with one clause attached to the first Trustee of Mortgage and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; 6. To pay all joint, insurance, and the interest thereon, at the time or times when the same shall become due and payable; 7. In the event of failure to insure, or pay taxes or assessments, or discharge of mortgage as herein set forth, the holder of said premises shall, at the option of the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge of mortgage as herein set forth, the holder of said premises shall, at the option of the holder of said indebtedness, thereon from time to time, and a default to pay the grantor agree 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; 8. 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 to time, at such interest as may be determined by foreclosure thereof, or to suit at law, in such the same as if all of said indebtedness had then matured by express terms; 9. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of respondent in connection with the foreclosure hereon, including reasonable attorney fees, unless for documentary evidence, stenographer's charges, cost of preparing and conducting briefs and the whole fee of said premises, including fire insurance, shall be paid by the grantor, and the same expenses and disbursements incurred in 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 to the grantor. All such expenses and disbursements shall be an additional debt upon said premises, shall be taxed 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 be deemed to have been given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, the said grantor, and the Trustee, execution, administration and assigns of said grantor, waive all right in the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any suit to foreclose this Trust Deed, the court in which such suit is filed, may at time and without notice to the said grantor, or to its 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 of his refusal to execute or act, then Joan C. 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 if the party entitled, in receiving his reasonable charges.

Witness the hand and seal of the grantor, this 29th day of October, A. D. 19 85

Anthony Diaz
Teresa Diaz

SEAL
 SEAL
 SEAL
 SEAL

Box 27

85274959

UNOFFICIAL COPY

Box No. 22

SECOND MORTGAGE

Trust deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

0451 PB

8-11-83

Property of Cook County Clerk's Office

DEPT-01 RECORDING 311 00
1#1444 184N 0174 11/08/85 11 23:00
#1826 = D * 185-274459

I, SHELLY BERKOWITZ
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ANTHONY & TERESA DIAZ
personally known to me to be the same person(s) whose name(s) _____
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
_____ day of _____ A.D. 1985
Shelly Berkowitz
Notary Public

State of Illinois }
County of Cook } 55.