

This Indenture, WITNESSETH, That the Grantor ELEAZAR MARTINEZ and MARIA MARTINEZ, his wife

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Thirty-one hundred nineteen and 76/100 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 36 in Block 5 in Terke's Subdivision of Blocks 33 to 36, 41 to 44 in the Subdivision of Section 19, Township 40 North, Range 14, (except the southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof), East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3430 North Cavitt, Chicago, Illinois.

Permanent Tax No. 14-19-311-029

[Handwritten signature]

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 ELEAZAR MARTINEZ and MARIA MARTINEZ, his wife, justly indebted upon the one principal promissory note, bearing even date herewith, payable ZENITH HOME IMPROVERS CO., INC. and assigned to Northwest National Bank for the sum of Thirty-one hundred nineteen and 76/100 dollars (\$3,119.76) payable in 36 successive monthly installments each of 86.66 due on the note commencing on the 25th day of Dec. 1885, 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) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be 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 attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantor, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, 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.

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 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 in behalf of compliance in connection with the foreclosure, or the winding reasonable collection fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including the foreclosure decree 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 tax liens and shall be included hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive 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 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 grantee, or of his refusal or failure to act, then

Thomas S. Larsen

of said County is hereby 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 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 9th day of November, A. D. 1885

[Handwritten signatures: Eleazar Martinez, Maria Martinez]

(SEAL) (SEAL) (SEAL) (SEAL)

85287544

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

ELEAZAR MARTINEZ and

MARIA MARTINEZ, his wife

TO

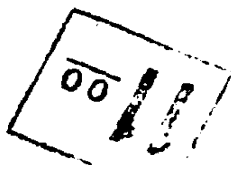
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641

Property of Cook County Clerk's Office



DEPT-01 RECORDING \$11.00
T#1111 TRHN 5847 11-19-85 09:48:00
#6130 # 4 * -85-287544

My Commission Expires May 30, 1988

Notary Public

Robert E. Nowicki

day of November A D 19 85

personally known to me to be the same person whose name instrument, appeared before me this day in person, and acknowledged that the same person subscribed to the foregoing as, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

9th

I, *Robert E. Nowicki*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Eleazar Martinez and Maria Martinez*

State of Illinois }
County of Cook }
55.