

UNOFFICIAL COPY

85289666

This Indenture, WITNESSETH, That the Grantor JAVIER GERMAN and CECILIA CORONEL

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Fourteen thousand two hundred seventy 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 9 in Block 5 in W. L. Wallen's Addition to Rogers Park, said Subdivision being a Subdivision of Lots 2 and 3, (except the West 17 feet thereof conveyed to Chicago and Northwestern Railroad Company) in Subdivision of the North East 1/4 of the South East 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1614 West Wallen, Chicago, Illinois.

Permanent Tax No. 11-31-411-010 RP.

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 JAVIER GERMAN and CECILIA CORONEL their one principal promissory note, bearing even date herewith, payable STONE CONSTRUCTION CO. and assigned to Northwest National Bank for the sum of Fourteen thousand two hundred seventy and 76/100 dollars (\$14,270.76) payable in 84 successive monthly installments each of 169.89 due on the note commencing on the 26th 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 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 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 grantee hereon, 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 left 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 grantee 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 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.

IN WITNESS whereof the grantor and the trustee have hereunto set their hands and seals, and the seal 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

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 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 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 13th day of November A. D. 19 85

X Javier German (SEAL)
X Cecilia Coronel (SEAL)
(SEAL)
(SEAL)

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Box No. 246

SECOND MORTGAGE

Trust deed

JAVIER GERMAN and

CECILIA CORONEL

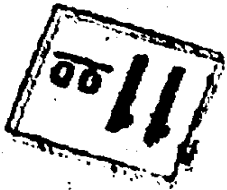
TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank  
3985 Milwaukee Ave.  
Chicago, Illinois 60641



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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#11111 TRAN 4192 11/20/85 09:39:00  
#674 # A \* -85-289666

I, *Aileen M. Rosen*  
County of Cook }  
State of Illinois } 55.  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAVIER GERMAN and CECILIA CORONEL  
personally known to me to be the same person S, whose name S, are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S he 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.  
I gave under my hand and Notarial Seal, this 13th day of November A. D. 19 85  
Notary Public.