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TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor AUGUSTIN AGUILERA and FELICITAS AGUILERA, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Seven Thousand and no/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 everything 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 3 in the Subdivision of Block 11 in Steel's Subdivision of the Southeast 1/4 and the East 1/2 of the South West 1/4 of Section 26, Township 39 North, Range 23, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 2707 South Roman Avenue, Chicago, Illinois.

Permanent Tax No. 16-26-412-003 *MIL*

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

WHEREAS, The Grantor's AUGUSTIN AGUILERA and FELICITAS AGUILERA, his wife justly indebted upon their one retail installment contract bearing even date herewith, providing for 72

installments of principal and interest in the amount of \$ 151.84 each until paid in full, ~~payable to~~ which retail installment contract has been assigned by ART CRAFT ALUMINUM to Northwest National Bank of Chicago.

The Grantor covenants and agrees 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 on 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 any company 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 to perform, 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent 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 percent 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 complainant in connection with the foreclosure hereof, including reasonable solicitor fees, outlays for documentary evidence, attorney's charges, cost of preparing or completing abstract, closing the whole title of said premises, enforcing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, as incurred 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 tax of no 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 stayed, nor a release 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 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 ~~Thomas E. Karwack~~ Ronald D. Wood 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, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 9th day of August, A. D. 19 86

X. Augustin Aguilera (SEAL)
Felicita Aguilera (SEAL)
(SEAL)
(SEAL)

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UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

AUGUSTIN AGUILERA and

FELICITAS AGUILERA, his wife

TO

JOSEPH DEZONNA, Trustee

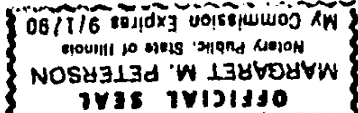
THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Property of Cook County Clerk's Office

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RECORDING INFORMATION



86469681

day of August, A. D. 1986

Margaret M. Peterson

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

9th

I, *Margaret M. Peterson*, a Notary Public for said County, in the State aforesaid, do hereby certify that

AUGUSTIN AGUILERA and

State of Illinois

Cook

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