

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

86624363-2 466024363

This Indenture, WITNESSETH, That the Grantor, JAIME SAUCEDO and ANNA SAUCEDO, his wife,

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Six Thousand Five Hundred 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: Lots 19 and 20 in Block 1 in the Subdivision of that part of lot 2 lying East of Boulevard and West 1/2 of East 2/3 of Lot 4 (except that part taken for Boulevard) in Superior Court Partition of the East 48 acres of the North 96 acres of the North West 1/4 of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 2864-66 West 22nd Place, Chicago, Illinois.

Permanent Tax No. 16-25-105-032

000
MC 915

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's JAIME SAUCEDO and ANNA SAUCEDO, his wife, justly indebted upon their one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 184.21 each until paid in full, 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 note 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 in demand to execute receipts therefor. 3. Within sixty days after destruction or damage to or loss or removal of buildings or improvements on said premises that may have been destroyed or damaged, to that waste or said premises shall not be committed or suffered. 4. 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 pay such premiums or companies acceptable to the holder of the first mortgage indebtedness with the clause attached previous first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which premium shall be levied and remain with the holder of the first mortgage or Trustee until the indebtedness is fully paid. 5. To pay all prior encumbrances and the interest thereon, at the time when the same become due and payable.

In case of failure to pay to the holder of the first mortgage or encumbrance, or to pay such taxes or assessments, or discharge or purchase any tax or title affecting said premises or by all means in remembrance 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 an additional indebtedness incurred hereby.

In case of a breach of any of the above-mentioned 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 to express terms.

In Arizona by the grantor, that all expenses and disbursements paid or incurred in behalf of complaint in connection with the foreclosures, including reasonable collectors fees, outlays for documentary evidence, stenographer's charges, costs of preparing or compiling abstract showing the whole title of said premises or otherwise foreclosing, decree — shall be paid by the grantor, and the like expenses and disbursements occasioned by an out of proceeding wherein the grantor or any holder of record of said indebtedness, as such, shall be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional item upon said premises, shall be (late) as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding whether decree of sale etc. have been entered or not shall not discharge nor a release be given, until all such expenses and disbursements and the costs of suit, including attorney's fee, have been paid by the grantor for said grantor and his heirs, executors, administrators and assigns of said grantor. All right to the proceeds of suit and income from said premises passing such foreclosure proceedings, and give 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 all premises with power to collect the rents, issues and profits of the said premises.

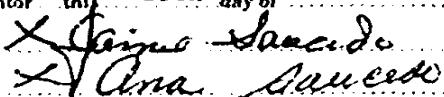
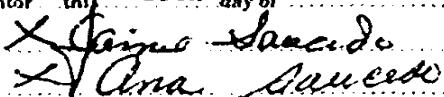
In the Event of the death, removal or absence from said Cook

County of the grantee, or of his refusal or failure to act, then

X TRUSTEE BY EXPRESS Ronald D. Wood of said County is hereby appointed to be first successor in the 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 and premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 19th day of

September A.D. 1986

(SEAL)

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Sec No. 246

SECOND MORTGAGE

Trust Deed

JAYME SAUCEDO and

ANNA SAUCEDO; his wife

TO

JOSEPH DEMONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

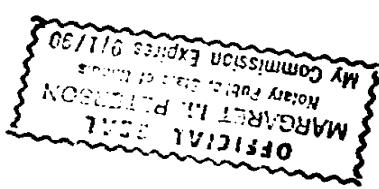
Robert E. Nowicki

NATIONAL NATIONAL BANK OF CHICAGO
300 N. MILWAUKEE AVE. CHICAGO IL 60601
312 777 7700

DEPT-A1 RECORDING
#5353 TRINN 3404 12/30/86 09:40:06
COOK COUNTY RECORDER
#46-42436-
TAK333

86624363

86624363



I, MARGARET M. PETERSON, whose name is above, personally known to me to be the same person, whose name is above, do hereby subscribe to the foregoing instrument, appear and before me this day in person, and acknowledge that the foregoing instrument, free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead, is the true and accurate copy of the original instrument, acknowledged this day, witnessed, sealed and delivered the said instrument, whereunder, I, MARGARET M. PETERSON, whose name is above, do hereby acknowledge that the said instrument, is executed, acknowledged, witnessed, sealed and delivered by me under my hand and Notarial Seal, this day of September, A.D. 19, 86.

County of Cook
State of Illinois
} 55.