

TRUST DEED

UNOFFICIAL COPY

NO. 3 101 140 200 - 67453

This Indenture, WITNESSETH, That the Grantor Manuel Martinez Jr. and Frances M. Martinez, his Wife

Property Address: 112 N. 22nd Avenue 86250290 of the City of Melrose Park County of Cook and State of Illinois

for and in consideration of the sum of Nine thousand four hundred thirty-six & 32/100 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Melrose Park County of Cook and State of Illinois, to-wit: Lots 42, 43, and the South 7.2 feet of Lot 44 in Block 138 in Melrose Park, in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E. #15-10-102-059 & 066 LOT 43, 44 LOT 42 T.P

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 Manuel Martinez, Jr. and Frances M. Martinez, his Wife justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 48 successive monthly installments each of \$196.59 due on the note commencing on the 17th day of JULY 1986, 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 on 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 covenants to said premises shall not be committed or suffered, (5) to keep all buildings now or at any time on said premises insured in compliance to be effected by the grantor herein, who or hereby or thereafter to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with loss thereon to be paid by the grantor herein, who or hereby or, 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable. In the Event of failure to so insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon, or to do any of the things herein required, 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 encumbrances 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 out of law, or both, as 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 on behalf of complainant in connection with the foregoing herein - including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing affidavits showing the whole title of said premises embracing foreclosure decree - shall be paid by the grantor and the like expenses and disbursements, occasioned 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, and 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 dismissed, not a release herein 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 grantor, or of his refusal or failure to act, then Joan J. 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 sitting 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 APRIL, A. D. 19 86

Manuel Martinez Jr. (SEAL) Frances M. Martinez (SEAL)

# Trust Deed

TO  
R. D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

UNOFFICIAL COPY

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V6255298

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.00  
T#33333 TRAN 5190 05/19/86 11:06:00  
#8949 # 2 \* B6-250290

State of Illinois }  
County of Cook }

I, ANNABELLE M. HECKER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MANUEL MARTINEZ JR. and FRANCES M. MARTINEZ, owners of property at 112 N. 2nd Avenue, Chicago, Ill., personally known to me to be the same person as whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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, when under my hand and Notarial Seal, this 31 day of July, A. D. 1986.

Notary Public

Annabelle M. Hecker  
July 31, 1986

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