

2nd Mortgage

UNOFFICIAL COPY

36-48658

TRUST DEED

This Indenture, WITNESSETH, That the Grantor **86263980**
LEO LOPEZ AND JACINTA LOPEZ IN JOINT TENANCY

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of FIVE THOUSAND ONE HUNDRED TWENTY SIX AND 40/100 Dollars
in hand paid, CONVEY AND WARRANT to GEHALD E. SIKORA 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 improvement 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, situate in
the CITY of CHICAGO County of COOK and State of Illinois, to-wit:

LOT 31 IN BLOCK 3 IN GROSS NORTH ADDITION TO CHICAGO EXCEPT
THAT PART OF THEREOF CONVEYED TO CLARENCE RUCKINGHAM FOR THE
USE OF THE NORTHWESTERN ELEVATED RAILROAD COMPANY, SAID ADDITION
BEING A SUBDIVISION OF THE SOUTHWESTERLY HALF OF THE EAST HALF OF THE
SOUTH EAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1755 W. NEWPORT, CHICAGO, ILLINOIS
PI# 14-A-114-002 TO

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 **LEO LOPEZ & JACINTA LOPEZ**
justly indebted upon **one** principal promissory note bearing even date herewith, payable
LAKEVIEW TRUST & SAVINGS BANK *Assigned from*
Windy City Extensions
payable in **12** successive monthly installments each of **71.20** due monthly
on the note commencing on the **15th** day of **July** 19**86** and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A JUNIOR MORTGAGE

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 grantee 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 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 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 moneys 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 complainant in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract 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 grantee 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 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 not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitors 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 F. Bussey 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 *10* day of *June*, A. D. 19*86*

X *Leo Lopez* (SEAL)
X *Jacinta Lopez* (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

2nd Mortgage
Bar No. 146

Trust deed

200 + Prairie Ave
1755 W. Newport
Chicago, Ill 60658

TO
Chicago, Ill 60658

GERALD E. SIKORA Trustee

1331 N. Ashland
Chicago, Ill 60657

THIS INSTRUMENT WAS PREPARED BY:

Windy City Offices
4330 W. Lawrence
Chicago, Ill 60658

LAKEVIEW TRUST AND SAVINGS BANK
3301 N. ASHLAND AVE. CHICAGO, ILL 60657
312/525-2180

86-263980



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
14222 TRAM 0325 06/26/86 15:31:00
#5491 # B * -86-263980
COOK COUNTY RECORDER

State of Illinois }
County of Cook }
I, GERALD E. SIKORA
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Lee and Lucinda Karpis
personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal, this 10 day of June, A. D. 1986
Notary Public
[Signature]

86263980