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86312934

TRUST DEED—SECOND MORTGAGE FORM—ILLINOIS

This Indenture, WITNESSETH, That the Grantor **WILFREDO TREJO & MAGDALENA TREJO, his wife**

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

for and in consideration of the sum of One Thousand Eight Hundred Twenty Eight & 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 29 in Bastram's Subdivision of Lot 6 in Clark's Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 4633 North Drake, Chicago, Illinois

Permanent Tax No. 13-14-209-006 H.W.

Hereby releasing and waiving all right under and against of the same except in laws of the State of Illinois

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantors **WILFREDO TREJO & MAGDALENA TREJO, HIS WIFE**

justly indebted upon their one installment contract, dated as above date hereon or dated 1-26-36 installments of principal and interest in the amount of \$64.26 each until paid in full

which retail installment contract has been assigned by **M. WALTER & COMPANY**

to Northwest National Bank of Chicago

THE GRANTORS covenant and agree as follows: To pay said indebtedness and the interest thereon, principal and interest, as provided in the agreement extending time of payment. To pay prior to the first day of June in each year, a check for the amount of each installment, and in default to cause the same to be paid within sixty days after destruction or damage to the premises, or to the improvements thereon, or to the premises that have been destroyed or damaged, if that date to said premises shall not be completed or deferred. To keep a valid title to said premises, including all improvements thereon, in compliance with the grantee herein, who in herein so thereof to place such insurance in compliance acceptable to the holder of the first mortgage indebtedness, with such amount attached to the first Trustee of Mortgage and record, to the Trustee herein as their interests may appear, which policies shall be held and reinsured with the first Mortgagee of Trustee and the indebtedness is to be paid. To pay all prior incumbrances, and the interest thereon, at the time and times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the principal indebtedness of the premises covered when due, the grantor or the grantee or the holder thereof may procure such insurance, or pay such taxes or assessments, or discharge or purchase or take any of the aforesaid premises, or any part thereof, from taxes 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 so much additional indebtedness secured herein.

In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and interest, shall be due at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach at seven per cent, per annum, shall be recoverable as foreclosing thereof, or by suit at law, or both, in the same manner as if such indebtedness had been matured at a prior date.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in the discharge of the principal indebtedness, including the recording of this deed, including reasonable attorneys fees, notices for documentary evidence, stenographic charges, cost of procuring and comparing abstracts, and the whole title of said premises, including foreclosing thereon, shall be paid by the grantor, and the like expenses and disbursements, as aforesaid, shall be paid by the grantor, or by the party, who shall be paid by the grantor. All such expenses and disbursements shall be paid and borne, not upon said premises, shall be paid as costs and be added in any decree that may be rendered in such foreclosure proceeding, or in any proceeding, whether decree of sale, or any other decree or order, that is entered or made, or in any decree heard or given, and all such expenses and disbursements, and the costs of such proceedings, shall be paid by the grantor. The grantor, in said grantor, and the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and to the fruits and profits of 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 in the grantor, or of his refusal or failure to act then

THOMAS S. WENGER RONALD D. WOOD

any like cause said first receiver shall be refused to act, the person who shall then be the acting holder of the said grantor, or of his refusal or failure to act, then, and if in trust. And when all the aforesaid covenants and agreements are performed, the grantor, or his successors in trust, shall release said premises to the party entitled, on receiving the reasonable charges

Witness the hand and seal of the grantor this 31st day of May A. D. 1936

Wilfredo Trejo
Magdalena Trejo

SEAL
SEAL
SEAL
SEAL

86312934

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Box No. 246

SECOND MORTGAGE

Trust Deed

WILFREDO TREJO &

MAGDALENA TREJO, his wife

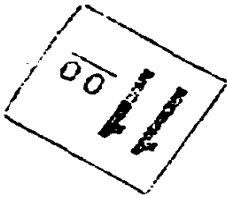
TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

1630 NORTH LAKE SHORE BANK OF CHICAGO
3001 LAKE SHORE AVE CHICAGO, ILL 60641
312/777-7700



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DEPT-21 RECORDING \$11.00
TR#3333 TRAM 6187 07/29/86 09:22:00
#0283 # 2 * - 8 4 - 3 1 2 9 3 4
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

MY COMMISSION EXPIRES
APRIL 7, 1989

Notary Public

Edwin B. Hanson

May 19, 1986

31st

I, *Edwin B. Hanson*, County Clerk of Cook County, Illinois, do hereby certify that WILFREDO TREJO & MAGDALENA TREJO, his wife, personally known to me to be the same person, whose name *S. are* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *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.

Given under my hand and Notarial Seal, this 31st day of May, A. D. 19, 86.

State of Illinois }
County of Cook }
55.

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