

31-44549

This Indenture, WITNESSETH, That the Grantor LORENZO CHAVEZ AND WIFE ALICIA 86316372

of the CITY of CHGO County of COOK and State of ILL for and in consideration of the sum of ELEVEN THOUSAND SIX HUNDRED SIXTY ONE AND 00/100 Dollars in hand paid, CONVEY AND WARRANT to

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 hereon, the following described real estate, with the improvements 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, situated in the CITY of CHGO County of COOK and State of Illinois, to-wit:

LOT 1 and the North 1/2 of lot 2 in block 98 in Maywood in the Southwest 1/4 of Section 11, Township 39 North, Range 12, East of the third principal meridian, in Cook County, known as 601 S. 6th Ave, Maywood Pin 15-11-235-001 & 002

(1) (2) g

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 LORENZO CHAVEZ AND WIFE ALICIA

justly indebted upon ONE principal promisory note bearing even date herewith, payable

Acc Housing assigned to Lake View Park

payable in 60 successive monthly installments each of 194.35 due monthly on the note commencing on the 30 day of August 1976, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 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 events 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 with the policy 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 of each 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 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 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 encumbrances 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 as such 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 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 by 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 completion in connection with the foregoing, including reasonable solicitors fees, notaries for documentary evidence, stenographer's 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 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 added 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 solicitor's fees have been paid. The grantor, for and together with the holder, a servitor, administrator 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 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

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 16 day of July A. D. 1976

Lorenzo Chavez (SEAL) Alicia Chavez (SEAL)

86316372

UNOFFICIAL COPY

Box No.

146

SECOND MORTGAGE

Trust deed

18210 - Chicago, Ill.  
60608

Chicago, Ill. 60608

Chicago, Ill. 60608

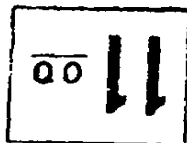
Chicago, Ill. 60608

THIS INSTRUMENT WAS PREPARED BY:

See Notary

18210 - Chicago, Ill.

Chicago, Ill. 60608



Property of Cook County Clerk's Office

86316372

NOTARY PUBLIC  
STATE OF ILLINOIS  
COMM. EXPIRES 11-2-87  
LORENZO CHAVEZ AND WIFE

My Commission Expires Nov. 2, 1987

Notary Public

I, Andrea R. Rausendorf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LORENZO CHAVEZ AND WIFE personally known to me to be the same person whose name LORENZO CHAVEZ AND WIFE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the use and purpose therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal, this 16 day of July, A. D. 1986.

State of Illinois County of Cook } 45.

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