

This Indenture, WITNESSETH, That the Grantor VIRGINIA TORRES and NELIDA AGUIAR

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand Two 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 every thing 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 10 IN CHARLES F. WOLF'S RESUBDIVISION OF LOTS 11 TO 20, BOTH INCLUSIVE IN BLOCK 2 OF GANS AND FREEMAN'S RESUBDIVISION OF PART OF BLOCKS 2, 3, & 4 IN HUMBOLDT PARK ADDITION TO CHICAGO BY WHEATON, EMERY & RAY, A SUBDIVISION OF LOT 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3242 WEST AUGUSTA, CHICAGO, ILLINOIS.

PERMANENT TAX NO. 16-02-414-014-0000 HMOJ

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.

WITNESSES, The Grantor's VIRGINIA TORRES and NELIDA AGUIAR

justly indebted upon their one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$ 143.00 each until paid in full, which retail installment contract has been assigned by STONE CONSTRUCTION COMPANY to Northwest National Bank of Chicago.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as agreed 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) 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 place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable 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; (4) 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 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 incumbrances 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 as much additional indebtedness incurred 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 collector's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree 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 stayed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 actual or failure to act, then

Ronald Wood 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 15th day of October, A. D. 19 86

Virginia P. Torres (SEAL)
Nelida Aguiar (SEAL)

(SEAL)
(SEAL)

87060151

UNOFFICIAL COPY

Doc No. 246

SECOND MORTGAGE

Trust deed

VIRGINIA TORRES and

NELEIDA AGUIAR

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

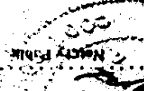
Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
3965 N. WAUKEGON AVE., CHICAGO, IL 60641
312/777-7700

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.00
TRIM 7896 01/30/87 07:49:00
#4996 # 2 # 07-01
COOK COUNTY RECORDER

MY COMMISSION EXPIRES 11/8/89



Robert E. Nowicki

Given under my hand and Notarial Seal, this 15th day of October, A. D. 19 86

personally known to me to be the same person, whose name 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, Notary Public in and for said County, in the State aforesaid, do hereby certify that VIRGINIA L. TORRES and NELEIDA AGUIAR

VAUGHN E. WINTERS

State of Illinois }
County of Cook } III