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--88-552409

THIS INDENTURE WITNESSETH, That
Juan Matos and Olivia Matos, his wife

(hereinafter called the Grantor), of
5121 W. Drummond, Chicago, IL. 60639

DEPT-01 \$12.00
T#4444 TRAN 3935 12/01/88 14:13:00
#9291 # D *--88-552409
COOK COUNTY RECORDER

for and in consideration of the sum of Eight Thousand Nine
Nine and 40/100 Dollars

in hand paid, CONVEY AND WARRANT to
THE NORTHLAKE BANK
of 26 W. North Ave., Northlake, IL. 60164

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, the following described real
estate, with the improvements thereon, including all heating, air-conditioning, gas and
plumbing apparatus and fixtures, and everything appurtenant thereto, together with all
rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

LOT 44 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 6, IN THE
WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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Permanent Real Estate Index Number(s): 13-28-412-018

Address(es) of premises: 5121 W. Drummond, Chicago, IL. 60639

INTRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

\$134.99 on the fifth day of December, 1988;
\$134.99 on the fifth day of each and every month
thereafter for fifty nine months, and a final
payment of \$134.99 on the fifth day of November, 1988.

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said note or notes
provided, or according to any agreement extending time of payment, (2) to pay, when due in each year, all taxes and assessments against said
premises, and to 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) the waste on 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 under a policy, 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 so to insure, or pay taxes or assessments, or the principal sum or 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 agrees to
repay immediately without demand, and the same with interest thereon from the date of payment at 12.50 percent 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, upon notice, become immediately due and payable, and with interest thereon
from time of such breach at the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law,
or both, the same as if all of said indebtedness had then matured, express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure
hereof, including reasonable attorneys fees, outlays 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, 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys fees, have been
paid. The Grantor for the Grantor and heirs, executors, administrators and assigns of the grantor waives all right to possession of,
and income from, said premises pending foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust
Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is Juan Matos

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure
to act, then Chicago Title Ins. Co. of Chicago 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 of 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.

This trust deed is subject to none

Witness the hand and seal of the Grantor this 5th day of November, 1988

Juan O. Matos (SEAL)
JUAN MATOS
Olivia Matos (SEAL)
OLIVIA MATOS

Please print or type name(s)
below signature(s)

This instrument was prepared by Jean Seiden, Northlake Bank, 26 W. North Ave., Northlake, IL. 60164
(NAME AND ADDRESS)

Free Room One

THIS MORTGAGE IS A SECOND MORTGAGE

--88-552409

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Matos and Olivia Matos

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 non est.

Given under my hand and official seal this 5th day of November, 1988.

(Impress Seal Here)

Jean K. Seider
Notary Public

Commission Expires May 7, 1989

88-552409

BOX No _____
SECOND MORTGAGE
Trust Deed

TO _____

Property of Cook County Clerk's Office