

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

ALL PARTIES TO THIS INSTRUMENT ARE TO BE BOUND BY THE TERMS OF THIS INSTRUMENT AND BY THE TERMS OF THE INSTRUMENT TO WHICH IT IS REFERRED.

88202847

THIS INSTRUMENT BE WITNESSED THAT **ANTONIO ALVAREZ and MARITSA ALVAREZ, his wife, and HUGO MUNIZ and CLARA MUNIZ** (hereinafter called the Grantors), of Chicago, Illinois

DEPT-91 RECORDING \$12.25
T#222 TRAN 2497 05/12/88 09:51:00
#7007 # B * 88-202847
COOK COUNTY RECORDER

for and in consideration of the sum of **Twenty five thousand Seven Hundred Fifty and No/100ths (\$25,750)** Dollars in hand paid, CONVEY AND WARRANT to **MASTER PRINTERS CREDIT UNION** at **70 E. Lake Street, Chicago, Illinois 60601**

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 4 IN BLOCK 5 IN MILLER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 511 FEET THEREOF) IN SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, 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.

Permanent Real Estate Index Number, **14-07-221-010**
Address(es) of premises **1909 W. Berwyn, Chicago, Illinois**

T-111

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable in equal monthly installments of \$ 559.23 due on the first day of each month commencing July 1, 1988 and \$ 559.23 each month thereafter, including interest at the rate of 10.95% on the unpaid balance, with a final payment due June 1, 1993.

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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 on demand to exhaust receipts therefor, (3) within sixty days after destruction or damage to, or 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 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 Trustee 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 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at **10.95** 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, without notice, become immediately due and payable, and with interest thereon from time of such breach at **10.95** percent per annum, shall be recoverable by foreclosure thereon, 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 plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling 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 shall the costs hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is **Antonio Alvarez and Maritisa Alvarez, his wife, and Hugo Muniz and Clara Muniz**

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then **MASTER PRINTERS CREDIT UNION** 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to a mortgage made in favor of Citicorp Savings of Illinois, dated 5/26/79 and recorded 6/7/79 as Document No. 24992478.

Witness the hand and seal of the Grantor this **9th** day of **May**, 19**88**

Please print or type names below signatures

Hugo Muniz (SEAL)
HUGO MUNIZ
Clara Muniz (SEAL)
CLARA MUNIZ

Antonio Alvarez (SEAL)
ANTONIO ALVAREZ
Maritisa Alvarez (SEAL)
MARITISA MORTZ ALVAREZ

This instrument was prepared by **James Paul Valancius, Rallo & Tepper, 205 W. Randolph, Suite 1440, Chicago, Illinois 60601** and mail after recording:

88202847

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANTONIO ALVAREZ and MARITSA ALVAREZ, his wife, and HUGO MUNIZ and CLARA MUNIZ _____

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 Homestead.

Given under my hand and official seal this 9th day of May, 1988.

(Impress Seal Here)

Loni Alvarez
Notary Public

Commission Expires August 15, 1988

Property of Cook County Clerk's Office

88202847

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS