

UNOFFICIAL COPY

TRUST DEED - SECOND MORTGAGE (FORM ILLINOIS)

36-56942

This Indenture, WITNESSETH, that the Grantor Luis A. Colon and Rosemarie Rios. (J)...

of the ... City ... of Chicago ... County of ... Cook ... and State of ... Illinois ...
for and in consideration of the sum of Seventeen Thousand One Hundred Twenty Four and 24.100-- Dollars
in hand paid, CONVEYS AND WARRANTS to Thomas Michelson, 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 28 (except the North 21 feet) and all of Lot 24 and the North 3 feet
of Lot 25 in Block 5 in Hosmer and Mackey's Subdivision of Blocks 1 to 8
and 12 to 16 inclusive, in Seymour Estates, a Subdivision of the West 1/2 of
the Northwest 1/4 of Section 2, Township 39 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois.

DEPT-D1
T151117KA8 U336 T27N17W0111:53:00 \$12.00
COMMONLY KNOWN AS: 1515 North Harding, Chicago, Illinois 60618-4289-574157
COOK COUNTY RECORDER

PERMANENT TAX NO.: 16-02-101-040

Herby 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's ... Luis A. Colon and Rosemarie Rios. (J)...
justly indebted upon ... one retail installment contract bearing even date herewith, providing for ... 84...
installments of principal and interest in the amount of \$... 203.86 ... each until paid in full, payable to

LA SALLE BANK OF LAKEVIEW ... 2000 N. Kildare ... Chicago, IL 60657

THE GRANTOR ... covenant ... and agree ... 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 against 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 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 is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attachable first, to the First Trustee or Mortgagee, and, to the Trustee herein as there interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees 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 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 ... agree ... to repay immediately without demand, and the same will interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby.

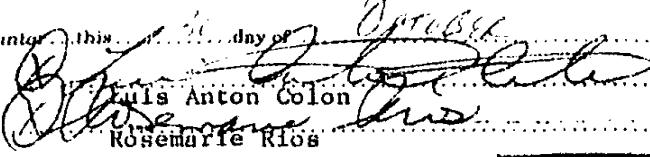
In the Event of breach of any of the aforesaid covenants, concerning the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become due and payable, and with interest thereon from time of such breach, at seven per cent, or annum, shall be recoverable by foreclosure thereon at law, or both, the same as if all of said indebtedness had then matured by express terms.

In Addition to the grantor ... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure process -- including reasonable solicitor 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 item 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 a release, heretofore given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor ... for said grantor ... on the hours, executors, administrators and assigns of said grantor ... waive ... all right to the possession of, and income from, and premises pending such foreclosure proceedings, and agree ... that upon the filing of any bill in foreclosure this Trust Deed, 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 of 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 grantee, or of his refusal or failure to act, then

Robert Wilshe

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 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 grantee 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 ... day of October ... A. D. 19 ... 89

Luis Anton Colon
Rosemarie Rios

(SEAL)

(SEAL)

OFFICIAL SEAL ... (SEAL)
MARILYN A. ANDERSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 16, 1992

LSTKLE268

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Box No. 146
SECOND MORTGAGE

Trust Deed

Box No. 146

1111 S. LEEWARD
1515 N. THIRD AVENUE
CHICAGO, ILLINOIS 60639

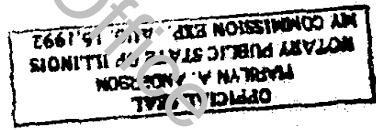
TO

THOMAS MICHAEL TRUSTEE

ELAINE BARKLEY VIEY
5201 NO. 1000 E. 45TH
CHICAGO, ILLINOIS 60632

THIS INSTRUMENT WAS PREPARED BY:

PETER J. ZUMKAY
6307 N. MARKET
CHICAGO, IL 60640



day of OCTOBER A.D. 1989
I, MARY ANN ANDRESON, under my hand and Notarial Seal, this 30th day of October, 1989,

do hereby declare and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead,
instruments, prepared before me this day in person, and acknowledge that the X signed, sealed and delivered the said instrument
personally known to me to be the same person, whose name is MARY ANN ANDRESON, and delivered to the foregoing

I, MARY ANN ANDRESON, do hereby declare and acknowledge that I, LUTA COLEMAN and ROSEMARIE RODES (J)
a Notary Public in and for said County, in the State of Florida, do certify certify that

County of Cook
State of Illinois
} 55.