

# UNOFFICIAL COPY

FORM NO. 302  
APRIL 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

Attention: To insure a lawyer fee, recording is a trust under this form.  
All warranties, including those of marketability and title, are required.

90215951

THIS INSTRUMENT IS MADE BY **VIRGINIA TORRES & NELIDA AGUIAR**

hereinafter called the Grantor, of  
3242 W. AUGUSTA CHGO. IL. 60651

for and in consideration of the sum of **NINE THOUSAND SEVEN HUNDRED 00/100** Dollars

in hand paid, CONVEY S AND WARRANT S to  
**Madison National Bank**  
of **9190 Golf Road, Des Plaines, Illinois 60016**

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, and premises situated in the County of **COOK**

BOOK OF ACCOUNTS  
185355 TRUST DEED 2ND MORTGAGE  
90215951  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to wit:

**LOT 10 IN CHARLES F. WOLF'S RESUBDIVISION OF LOT 11 TO 20, BOTH INCLUSIVE IN BLOCK 2 OF GANS AND FREEMAN'S RESUBDIVISION OF PART OF BLOCKS 2, 3, & 4 IN HUMBOLT 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 3RD. PRINCIPAL MERIDIAN, COMMONLY KNOWN AS 3242 WEST AUGUSTA, CHICAGO P.I.N. 16-02-410-014-0000**

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 is partly indebted upon principal promissory note bearing even date herewith, payable

**IN 120 MONTHLY INSTALLMENTS OF \$221.35 UNTIL PAID IN FULL.**

90215951

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 levied against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore 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 and indebtedness, with loss clause attached payable first, to the said 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at **17.5%** per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, a whole of said indebtedness, including principal and all accrued 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 **17.5%** 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 plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, conveyances for document or evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing the foreclosure hereof, 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 addition to the principal of said indebtedness, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor shall use 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 or records of this instrument shall be **VIRGINIA TORRES & NELIDA AGUIAR** Cook County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said **Madison National Bank** 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

Witness the hand and seal of the Grantor this **5th** day of **FEBRUARY** 19**90**  
X *Virginia Torres* (SEAL)

Please print or type names of below signature(s)  
X *Nelida Aguiar* (SEAL)

This instrument was prepared by **BECKER & CO., 9717 W. PULASKI, CHICAGO, ILL. 60642**  
(NAME AND ADDRESS)

1300

# UNOFFICIAL COPY

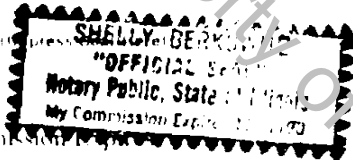
STATE OF ILLINOIS }  
COUNTY OF COOK } ss

I, SHELLEY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

VIRGINIA TORRES + NECIDA AGUIAR

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 notarial seal this 5TH day of FEBRUARY 1012



*Shelley Berkowitz*  
Notary Public

Property of Cook County Clerk's Office

30215951

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO