

UNOFFICIAL COPY

90244528

THIS INSTRUMENT WITNESSETH that Elsie Montagano, a widow, not since remarried

(hereinafter called the Grantor) of 5015 S. Kirkland, Chicago, Illinois for and in consideration of the sum of Four and 10/100 Dollars

in hand paid, CONVEY AND WARRANT to Peerless Federal Bank at 5030 N. Milwaukee Av., Chicago, Illinois

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 206 in Crest Line Highland subdivision of part of the NE 1/4 and part of the NW 1/4 of Section 34, Township 33 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT. OF RECORDS & CLERK
186555 - 1000 0000 05/25/90 10 14 00
#7391 * 11 * 490 - 24 4528
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Hereto release and warrant all rights under and by virtue of the non-resident exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 19-34-204-018
Address of premises: 5015 S. Kirkland, Chicago, Illinois

NOR TRUST, nevertheless, for the purpose of assuring performance of the covenants and agreements herein, WHEREAS the Grantor is jointly indebted to principal promissory note bearing even date herewith, payable

in 72 monthly installments of \$199.78 each 90244528

THIS MORTGAGE IS A SECOND MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as provided in said note or notes provided, or according to any agreement extending time of payment, (2) to pay, when due, all taxes, assessments against said premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to or build or rebuild or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed, (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, which is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage, (6) to pay, with less lease attached payable to the Trustee of Mortgage, and second, to the Trustee herein as their interest may appear, which policies shall be kept and remain with the Trustee of Mortgage or Trustee until the indebtedness is fully paid, (7) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall become due and payable.

IF THE TAXES, or failure to insure, or pay taxes or assessments, or the prior indebtedness, or the interest thereon when due, the grantee of the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises, or pay all prior mortgages, and the interest thereon from time to time, and a money sum in the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of such sum, at the rate of _____ per cent per annum shall be so much additional indebtedness secured hereby.

IF THE TAXES, or breach of any of the above covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the holder of the first mortgage, without notice, become immediately due and payable, and with interest thereon from time of such breach at the rate of _____ per cent per annum, shall be recoverable by foreclosure, or by suit at law, or both, the same as if all of said indebtedness had theretofore been due.

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, costs for documentary stamps, stenographer's charges, cost of procuring and completing abstract showing the whole title of said premises, and the cost of recording the same, shall be paid by the Grantor, and the like expense and disbursements, occasioned by any suit or proceeding which may be brought by the holder of any mortgage or indebtedness, in which the Grantor is a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien on said premises, and the cost of such suit or proceeding, and included in any decree that may be rendered in such suit or proceeding, which proceeding, whether a foreclosure or otherwise, shall not be entered or not, shall not be dismissed, nor shall any of the expenses, including attorney's fees, 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, gives all title 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 named in the complaint 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 same, and to invest the same.

In witness whereof the said owner, Elsie Montagano, County of the grantee, or of his representative, refusal or failure to act, then

IN WITNESS whereof the death or refusal of the said Grantor, or of his representative, refusal or failure to act, then and that for any like cause, said Trust Deed shall be null and void, and 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 to be in full force and effect until the 10th day of May 1990

Elsie Montagano (SEAL)
Elsie Montagano

Please print or type name and address of recorder

This instrument was signed by T. Foster, 5007 Milwaukee Av., Niles, Ill.

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Dorothy A. [unclear] a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the mortgagor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and official seal this 10th day of March, 1923.

(Impress Seal Here)

Dorothy A. [unclear]
Notary Public

Commission Expires March 17, 1923

Property of Cook County Clerk's Office

90244538

Box No.

SECOND MORTGAGE

Trust Deed

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GEORGE E. COLE
LEGAL FORMS