

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY
21582329

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Roberto C. Torres and Merlina C. Torres, his wife.

(hereinafter called the Grantor), of 6737 North Kolmar Ave., Lincolnwood, Illinois

for and in consideration of the sum of Nine Thousand Seven Hundred Eighty Two Dollars (\$9782.00) Dollars

in hand paid, CONVEY AND WARRANT to Walter R. Servos

of 6463 North Cicero Ave., Lincolnwood, 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 _____ and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND EXPRESSLY INCORPORATED INTO AND MADE A PART OF THIS TRUST DEED.

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(s): SEE RIDER ATTACHED HERETO AND EXPRESSLY INCORPORATED INTO
Address(es) of premises: AND MADE A PART OF THIS TRUST DEED.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon Two (2) principal promissory note(s) bearing even date herewith, payable to Bearer, said principal notes in the amount and maturity as follows: Note #1 in principal sum of \$4891.00 and Note #2 in like sum. Both notes bearing interest from October 1, 1991 on balance of principal remaining from time to time unpaid at rate of 18% payable in installments (including principal and interest) as follows: each note payable monthly for \$176.82 or more on 1st day of November 1991 and a like sum or more on first day of each month succeeding consecutively. All principal and interest due after maturity shall be at annual rate of 18%. Final payment, if any, due on October 1, 1994. Payments shall be made at House of Realty, Inc. 6463 North Cicero Avenue, Lincolnwood, Illinois, or as the holder of the note may from time to time in writing appoint.

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 exhibit receipts therefor; (3) within sixty days after destruction or damage to, or build or re-build 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 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 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 if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of 18 per cent 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 holder 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 18 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, 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 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 a 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 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: Roberto C. Torres and Merlina C. Torres, His wife

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 _____ 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 hands and seal of the Grantor this 1st day of October, 19 91

Please print or type names below signature(s)

Roberto C. Torres (SEAL)
Roberto C. Torres

Merlina C. Torres (SEAL)
Merlina C. Torres

This instrument was prepared by John W. Golosinec, 6463 North Cicero Avenue, Lincolnwood, IL 60646
(NAME AND ADDRESS)

DEPT-01 RECORDING \$14.50
T:5555 TRAN 2026 11/06/91 11:11:00
#4754 # E *-91-582329
COOK COUNTY RECORDER

91582329

Above Space For Recorder's Use Only

THIS MORTGAGE IS A SECOND MORTGAGE

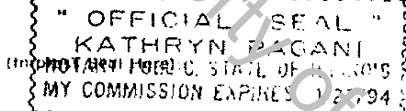
1150

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Kathryn Pagani, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roberto C. Torres and Melina C. Torres, his wife personally known to me to be the same persons, whose name.s. 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 1st day of October, 1991.



Kathryn Pagani
Notary Public

Commission Expires January 27, 1994

Kathryn Pagani

04190020

BOX No.

SECOND MORTGAGE

Trust Deed

Roberto C. Torres and

Melina C. Torres, his wife

TO

Walter R. Servos

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

7 1 5 3 2 3 2 9

THIS RIDER ATTACHED AND EXPRESSLY INCORPORATED INTO AND MADE A PART OF TRUST DEED - SECOND MORTGAGE (ILLINOIS) BETWEEN ROBERTO C. TORRES AND MERLINA C. TORRES, HIS WIFE AS GRANTORS AND WALTER R. SERVOS AS TRUSTEE.

PARCEL #1 LOT 32 BLOCK 8 IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT TAX NUMBER: 13-28-202-031
COMMONLY KNOWN AS: 4930 W. FLETCHER AVE
CHICAGO, IL

AND

PARCEL #2 LOT 3 BLOCK 1 OF LINCOLNWOOD TERRACE BEING A SUB DIVISION OF THE SOUTH WEST QUARTER SECTION 34 TOWNSHIP 41 NORTH RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN ACCORDING TO THE PLATT THEREOF RECORDED SEPTEMBER 10, 1946 DOCUMENT #13889160 COOK COUNTY, IL
PERMANENT TAX NUMBER: 10-34-306-020
COMMONLY KNOWN AS: 6737 N. KOLMAR AVE.
LINCOLNWOOD, IL

91582329