

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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.

91235534

THIS INDENTURE WITNESSETH, That Luis V. Gutierrez and Soraida Gutierrez, his wife (J)

(hereinafter called the Grantor), of 1650 N. Claremont, Chicago, Il.

for and in consideration of the sum of Three thousand, seven hundred ninety two dollars & 00/100 (\$3,792.00) Dollars

in hand paid, CONVEY AND WARRANT to First National Bank of Illinois of 3256 Ridge Rd., Lansing, Illinois 60438

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 5 in Block 4 in Monroe's Subdivision of part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$13.00
T#0888 TRAN 9943 05/17/91 10:51:00
#3270 # H * -91-235534
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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): 14-31-326-030
Address(es) of premises: 1650 N. Claremont, Chicago, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable to order of First National Bank of Illinois, Lansing, Illinois, in 48 consecutive payments in the amount of Seventy nine dollars & 00/100 (\$79.00) payable on the 15th day of June, 1991 and on the 15th day of every month thereafter until the entire balance has been paid in full.

91235534

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 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 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 all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.00 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 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 12.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when a decree of sale shall have been entered or not, shall not be dismissed, nor shall, 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: Luis V. Gutierrez and Soraida Gutierrez, his wife (J)

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 First National Bank of Illinois 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 the laws of the State of Illinois regarding notes & mortgages

Witness the hand and seal of the Grantor this 26th day of March, 1991

Please print or type name(s) below signature(s)

Luis V. Gutierrez (SEAL)

Soraida Gutierrez (SEAL)

This instrument was prepared by Marge Lee (NAME AND ADDRESS) First National Bank of Illinois
3256 Ridge Rd., Lansing, Illinois 60438

91235534

1306

UNOFFICIAL COPY

NOTARIAL PUBLIC
STATE OF Illinois)
COUNTY OF Cook) ss.

I, Kerry E. Slattery, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Luis V Gutierrez & Soraida Gutierrez, his wife (J)

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 26th day of March, 1991.

" OFFICIAL SEAL "
KERRY E. SLATTERY
Notary Public, State of Illinois
MY COMMISSION EXPIRES 4/19/94

Kerry E. Slattery
Notary Public

Commission Expires 4/19/94

91235534

Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS