

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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92756338

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THIS INSTRUMENT WITNESSETH, That DON ERENO AND PAZ ERENO, his wife (hereinafter called the Grantor), of 720 Eastman Dr. Mt. Prospect, IL. 60056 (City and State)

DEPT-01 RECORDING \$23.50
T45555 TRAM 7887 10/09/92 15:12:00
#2554 + E * -92-756338
COOK COUNTY RECORDER

for and in consideration of the sum of Ten and xx/100 (\$10.00) and other good and valuable consideration in hand paid, CONVEY AND WARRANT to ERNESTO PASION and EXPEDITA PASION, his wife (City and State) of 106 Golf View Circle Prospect Heights, IL. (City and State)

Above Space For Recorder's Use Only

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 102 in Brickman Manor, being a subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 34 Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 03-34-213-021
Address(es) of premises: 720 Eastman Dr. Mt. Prospect, IL. 60056

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IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable to Ernesto and Expedita Pasion

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 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 repair buildings 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, 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 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 they 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 _____ 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 _____ per cent per annum, shall be recoverable by foreclosure of the real, 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 comparing 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 the 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, when a decree of sale shall have been entered or not, shall not be dismissed, nor shall a decree hereof given, until all such expenses and disbursements, and the cost 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, reserves all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a 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 same.

The name of a record owner is Don Ereno and Paz Ereno
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 hand and seal of the Grantor this 1st day of February, 19 92

Don O. Ereno (SEAL)
Don Ereno

Paz A. Ereno (SEAL)
Paz Ereno

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

This instrument was prepared by Clay Mosberg 36 S State #1804 Chicago, IL. 60603 (NAME AND ADDRESS)



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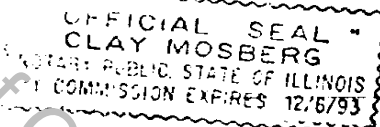
STATE OF Illinois)
COUNTY OF Cook) ss.

I, Clay Mosberg, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Don and Paz Ereno

personally known to me to be the same persons whose names 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 21st day of February, 1992.

(Impress Seal Here)



Clay Mosberg
Notary Public

Commission Expires Dec. 6, 1993

507900333

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS