

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

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 Raul Gutierrez
and Reyna Gutierrez
(hereinafter called the Grantor), of
2706 W Cortez Chicago Illinois
(No. and Street) (City) (State)

DEPT-01 RECORDING 923.00
TMB888 TRAN 2044-06/09/93 13.15.00
16600 * --53-424285
COOK COUNTY RECORDER

for and in consideration of the sum of
Three thousand eight hundred Dollars
in hand paid, CONVEY AND WARRANT to Creation
Bank of Chicago
of 5645 W. Lake Street Chicago Illinois
(No. and Street) (City) (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 44 in Block 1 in Watress' subdivision of the South 1/2 of the Northwest 1/4 of the South East 1/4 of Section 1, Township 39 North, Range 13 East of the Third Principal meridian in Cook County Illinois
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: 16-01-408-044-0000
Address(es) of premises: 2706 W Cortez

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted on a one principal promissory note bearing even date herewith, payable
in 36 installments of \$127.02 each

93436635

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 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 13.00 percent 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 13.00 percent per annum, shall be recoverable by foreclosure in deed, 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 incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary costs, stenographer's charges, cost of procuring or complying 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 sale shall have been entered or not, shall not be dismissed, nor shall be 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, gives 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 said premises.

The name of a record owner is: Raul Gutierrez and Reyna Gutierrez

IN THE EVENT of the death or resignation of any of the grantors from said COOK County of the grantee, or of his resignation, refusal or failure to act, then Creation Title Trust 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 First Mortgage with ADINA BANK

Witness the hand and seal of the Grantor this 22nd day of May 1993

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

(X) Raul Gutierrez (SEAL)
RAUL GUTIERREZ
(X) Reyna Gutierrez (SEAL)
REYNA GUTIERREZ

This instrument was prepared by Arlyla Roberts 215 W Butterfield Rd. Oak Brook Illinois
(NAME AND ADDRESS)

23

UNOFFICIAL COPY

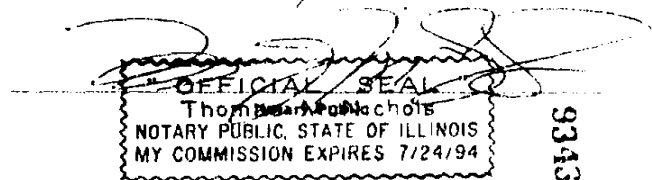
STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, THOMAS MANN HOLS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL GUTENBERG + REYNOLD HENNINGER

personally known to me to be the same persons whose name S ALL 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 23rd day of MAY, 1993

(Impress Seal Here)



Commission Expires 7/24/94

93436635

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

AUSTIN BANK OF CHICAGO
5645 WEST LAKE STREET
CHICAGO, ILL. 60646

GEORGE E. COLE
LEGAL FORMS