

# UNOFFICIAL COPY

93048775

93048775

## TRUST DEED

MORTGAGE (ILLINOIS)

DEPT-01 RECORDINGS \$25.50  
 167777 TRAN 3257 01/20/93 14:22:00  
 47242 \* -93-048775  
 COOK COUNTY RECORDER

This indenture witnesseth, that Maria Serrato, and Rafael Serrato, her husband, hereinafter called the Grantor, of 4200 North California, Chicago, Illinois, 60618, for and in consideration OF AN INITIAL SUM OF TWENTY-THOUSAND DOLLARS (\$20,000.00) AND A TOTAL AMOUNT NOT TO EXCEED THIRTY-THOUSAND (\$30,000.00) in hand paid, CONVEY and WARRANT to Margarita X. Leyva and Hermes J. Leyva, her husband, of 4118 West North Avenue, Chicago, Illinois, as Trustee, and to her 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 the State of Illinois, to wit:

LOT 21 IN BLOCK 1 IN PIERCE'S HUMBOLDT PARK ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTHWEST 1/4 THEREOF) OF SECTION 2, TOWNSHIP 39 NORTH, RANGE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93048775

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): 16-02-203-013-0000  
 Address of the premises: 3244 West Pierce Street, Chicago, Illinois

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 IN AN INITIAL AMOUNT OF TWENTY-THOUSAND DOLLARS (\$20,000.00) AND A TOTAL AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) in principal sum and with an annual interest rate of Eighteen Percent (18%) on that principal from the date hereof, to the order of and delivered to Margarita X. Leyva and Hermes J. Leyva, her husband, in eleven monthly installments of interest only initially in the amount of THREE HUNDRED DOLLARS (\$300.00) beginning on FEBRUARY 15, 1993, and on the FIFTEENTH day of each month thereafter through and including JANUARY 15, 1994, with such interest payments being adjusted to account for increased payments, if further principal is granted and one final payment of interest and full amount of principal on JANUARY 15, 1994, in the amount of at least TWENTY THOUSAND THREE HUNDRED DOLLARS (\$20,300.00), plus any other outstanding principal and owing interest, with all such payments being payable at such place the holder or holders of the note may from time to time in writing appoint, and in the absence of such written appointment, then at the office of the holder or holders in care of Servicios Leyva, 4118 West North Avenue, Chicago, Illinois, 60639 with the obligations of the Grantor being joint and several.

## THIS MORTGAGE IS A JUNIOR MORTGAGE

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

9550  
 [Handwritten signatures and initials]

UNOFFICIAL COPY

3048775

3048775

Property of Cook County Clerk's Office

3048775

3048775

# UNOFFICIAL COPY

agreements 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 (60) 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, which 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 Mortgage, 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 encumbrances, if any, and interest thereon, at the time or times when the same shall become due and payable; (7) TO NOT ENTER INTO ANY SUBSEQUENT MORTGAGE OR SIMILAR TRANSACTION CONCERNING THE ABOVE-STATED PROPERTY WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE GRANTEES.

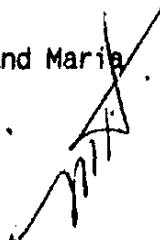
In the event of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances 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 date of payment at Eighteen Per Cent (18%) per annum shall be so much additional indebtedness secured hereby.

**93048775**

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 Eighteen Per Cent (18%) 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 the 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 documentation 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 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, whether 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 cost of such, including attorney's fees, have been paid. 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 rents, issues and profits of the said premises.

THE GRANTOR(S) WARRANT THAT The name of the record owner is: Rafael Serrato and Maria Serrato, his wife.

RS. 

UNOFFICIAL COPY

Property of Cook County Clerk's Office

9204574

ATTACHED

# UNOFFICIAL COPY

In the event of the death or removal from said Cook County of the grantee, or his resignation, refusal or failure to act, then SANDRA M. LEYVA of said Cook 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 a prior mortgage AND GRANTORS WARRANT THAT THERE ARE NO OTHER ENCUMBRANCES ON THE PROPERTY OTHER THAN THOSE ENCUMBRANCES APPEARING OF RECORD.

Witness the hands and seals of the Grantor this 15TH day of JANUARY, 1993.

  
\_\_\_\_\_  
MARIA SERRATO

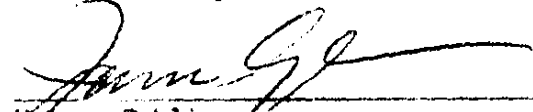
  
\_\_\_\_\_  
RAFAEL SERRATO

93048775

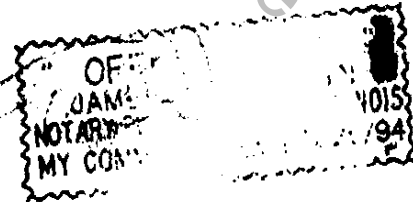
STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a notary public of the said county in the said state, DO HEREBY CERTIFY THAT Maria Serrato, and Rafael Serrato, her husband, 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 15TH day of JANUARY, 1993.

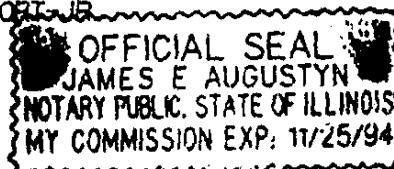
  
\_\_\_\_\_  
Notary Public

Commission expires 11/25/94



This instrument prepared by Jim Augustyn 4021 D West 63rd Street, Chicago, Illinois, 60629.

011393[AB UNO DISCE OMEN]\SERRATO2\2MORT-1B



UNOFFICIAL COPY

Property of Cook County Clerk's Office

93048775

2770488

RETURN TO:



JAMES AUGUSTIN  
4021 D West Loop  
Chicago Ill

60629

