95573815

TRUST DEED SECOND MORTGAGE (ILLINOIS) 4/83731 1/4 REY

THIS INDENTURE WITNESSETH, That Grantors, JESUS R. TREVINO and GLORIA TREVINO, his wife of 2732 N. Whipple, Chicago, Illinois 60547 for and in consideration of the sum of Twenty-Five Thousand Six Hundred Two and 91/100 (\$25,602 91) Dollars in hand CONVEY AND WARRANT to TEMPEL FEDERAL CREDIT UNION of 1939 W. Bryn Mawr Chicago, Illinois 60660 as Trustee, and to its 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 profit of said premises, situated in the County of Cook and State of Illinois, to-wit:

TEAT-AL PER OFFDING \$25.50 140001 TRAN 9436 08/29/95 15:15:00 4/9/14 JM #-95-573815 (OOK COUNTY RECORDER

LOT 44 IN BLOCK 1 IN POWELL'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RENGE 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 Index Number: 13-25-302-036 VOL. 529
Address of premises: 2732 N. Whipple, Chicago, Illipois 60647

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 datc herewith, payable to TEMPEL FEDERAL CREDIT UNION.

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 day: after destruction or damage to rebuild or restore all building: 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

place such

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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 Trustee or Mortgagee 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 to so 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 the Illinois statutory 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 the Illinois statutory percent 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.

AGREED by the Grantor that all expenses disbursements paid or incurred in becalf 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 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 taked 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 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 Granto: 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: JESUS R. TREVINO and GLORIA TREVINO, his wife.



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#### **UNOFFICIAL COPY**

IN THE EVENT of the death or removal from Cook County of the grantee, or of its resignation, refusal or failure to act, then the grantee's successor in interest 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 acting Recorder of Deeds of Cook 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 general taxes for the year 1994 and all subsequent years and all covenants, easements and restrictions of record.

Witness the hands and seals of the Grantor this 1st day of August, 1995.

JESUS RATREVINO

GLORIA TREVINO

STATE OF ILLINOIS )

COUNTY OF COOK )

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JESUS R. TREVINO and GLORIA TREVINO, his wife 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 ist dry official SEAL" August, 1995.

Commission Expires

This instrument was prepared by Edward G. Brown, Attorney at Law 1807 Harvey, Berwyn, Illinois 60402 (708) 795-5590

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