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TRUST DEED SECOND MORTGAGE (ILLINOIS)

4183731 7/4 2008

THIS INDENTURE WITNESSETH, That Granters, JESUS R. TREVINO and GLORIA TREVINO, his wife of 2732 N. Whipple, Chicago, Illinois 60647 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:

DEPT-41 RECORDING \$25.50
140001 TRAM 9436 08/29/95 15:15:00
42971 4:01M *-95-573815
COOK 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, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95573815

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, Illinois 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 date 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 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

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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.

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 upon 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 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: JESUS R. TREVINO and GLORIA TREVINO, his wife.

G.T.

J.R.T.

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