

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

3510099

THIS INDENTURE WITNESSETH, That Alberto J. Munoz,  
Divorced and Not Since Remarried

(hereinafter called the Grantor), of  
3423 Maple Leaf Pl. Glenview, Il 60025

for and in consideration of the sum of \$31,599.00  
Thirty one thousand five hundred ninety nine and 00/100  
in hand paid, CONVEY <sup>S</sup> AND WARRANT <sup>S</sup> to  
Gary Wheaton Bank

of 120 E. Wesley, Wheaton, Il 60187

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 NINETY NINE (99) in The Willows Unit No. 1, being a Subdivision of part of the Southwest Quarter ( $\frac{1}{4}$ ) of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 5, 1965, as Document Number 2223692, and Surveyor's Certificate of Correction registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 23, 1966, as Document Number 2277640.\*\*\*

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to a \_\_\_\_\_ principal promissory note \_\_\_\_\_ bearing even date herewith, payable

One payment of \$32,144.41 on June 27, 1986

PI# 04-31-327-014 JW.

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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 or loss of said premises, and on 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 mortgage 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; (b) to pay all prior incumbrances, and the interest thereon, at the time or times when the same are 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at \_\_\_\_\_ 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 10.50 per cent 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 and/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 on 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 release 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 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 person 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 said premises.

The name of a record owner is Alberto J. Munoz

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Gary Wheaton Bank 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 Horizon Federal Savings and Loan

Witness the hand S. and seal S. of the Grantor this 23rd day of April, 1986.

x Alberto J. Munoz (SEAL)

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

\_\_\_\_\_ (SEAL)

This instrument was prepared by Kim Warner, Gary Wheaton Bank, 120 E. Wesley, Wheaton, Il 60187  
(NAME AND ADDRESS)

Box 430

NOTE IDENTIFIC...

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STATE OF Illinois }  
COUNTY OF DuPage } ss.

I, JEANNE M. BIKULCIUS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alberto J. Munoz, Divorced not since REMARRIED

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 notarial seal this 23rd day of April, 19 86.

(Impress Seal Here)

Jeanne M. Bikulcius  
Notary Public

Commission Expires 2-11-89

Property of Cook County Clerk's Office

1-27  
 1-10  
 4-10  
 4-10

SECOND MORTGAGE  
**Trust Deed**  
 3510099  
 3510099  
 TO

APR 24 5 28 PM '86  
 DEPARTMENT OF TITLE

3510099 st  
 3510099

TITLE SERVICES, INC.  
 P. O. BOX 430  
 WHEATON, ILLINOIS 60187