

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That BHUPENDRA PATEL and VIDYA PATEL, his wife

(hereinafter called the Grantor), of 4917 N. Avers, Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nineteen Thousand, Seven Hundred Eighty Three & 99/100 (\$19,783.99) Dollars in hand paid, CONVEY AND WARRANT to PRASHA C. DOSI, married to REMI DOSI, of 2400 N. Rockton Rockford County of and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 34 and the South 12 1/2 Feet of Lot 35 in Block 6 in Rose Park A Subdivision of the East 1/2 of the South West 1/4 of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Property Address: 4223 N. Richmond, Chicago, IL
FPIN: 13-13-313-010-0000

NOTE IDENTIFIED

3632897

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. WITNESAS, The Grantor BHUPENDRA PATEL and VIDYA PATEL, his wife justly indebted upon a principal promissory note bearing even date herewith, payable monthly for 48 months

This mortgage is subordinate to the interests of the first mortgage held by Cragin Federal Savings and Loan Association, its successors and/or assigns.

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, prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) without any delay 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 in 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 said Mortgagees or Trustees 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 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, pay such taxes or assessments or discharge or purchase any 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 seven 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 seven 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 and costs 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 and the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all rights in 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the RAMESH GOYAL, 8301 Parkside, Morton Grove 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 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.

Witness the hand and seal of the Grantor this 25th day of JUNE 1987

Bhupendra R Patel (SEAL)
BHUPENDRA PATEL
VIDYA Patel (SEAL)
VIDYA PATEL

This instrument was prepared by: Scott Z. Berman, Attorney at Law, 6230 N. Avers, Chicago, IL 60659

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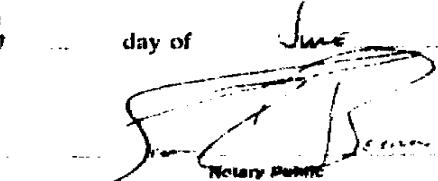
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, SCOTT Z. BERMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BHUPENDRA PATEL and VIDYA PATEL, his wife,

personally known to me to be the same persons whose names 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 25th day of June, 1987.

(Impress Seal Here)


Notary Public

Commission Expires April 15, 1991

Property of Cook County Clerk's Office

5/14/87
1422471
DUPLICATE
BOX NO.

SECOND MORTGAGE
Trust Deed

3632897

3632897 TO

1987 JUL -8 AM 11:39
HARRY BRIDGEMAN
REGISTRAR OF DEEDS

Submitted by

Address

Phone

Date

Time

Notary

City

State

Zip

County

Volume

Page

PROPERTY OF COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TELEPHONE 312-742-2000

GEORGE E. COLE
LEGAL FORMS

3632897