

0 3 5 3652935 5

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantors ROSELIO HERRERA and TERESA HERRERA, his wife

of the City of Chicago, County of Cook, and State of Illinois... and in consideration of the sum of THREE THOUSAND and NO/100 Dollars... hand paid, CONVEY AND WARRANT to JOHN O. YOUNG, Trustee of the City of Chicago, County of Cook, 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, gas and plumbing apparatus and fixtures, and every thing 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: The North 1/3 of Lot 39 all of Lot 40 in Block 12 in Beebe's Subdivision of the East 1/2 of the Northwest 1/4 (except 5 acres in the Northeast corner) of Section 2, Township 39 North, Range 13, lying east of the 3rd principal meridian in Cook County, Illinois.

P.L.N.: 16-02-120-0080 DAOAU Property Address: 1339 N. Ridgeway - Chicago, Illinois

NOTE IDENTIFIED

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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 Grantors ROSELIO HERRERA and TERESA HERRERA, his wife

justly indebted upon their one retail installment contract bearing even date herewith, providing for 24 installments of principal and interest in the amount of \$ 140.52 each until paid in full, which retail installment contract has been assigned by ART CRAFT ALUMINUM to Northwest National Bank of Chicago.

THE GRANTOR... covenant and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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) within sixty days after the 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 grantor 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 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 Mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor... the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all moneys so paid, the grantor... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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 paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises under any foreclosure decree - shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 a release hereof given, until all such expenses and disbursements, and the costs of such, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Ronald Wood 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 grantor 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 8th day of July, A. D. 1987.

Roselio Herrera (SEAL) Teresa Herrera (SEAL)

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

ROGELIO HERRERA AND

TERESA HERRERA, HIS WIFE

TO

JOHN O. YOUNG, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
333 N. WABASH AVE. CHICAGO, ILLINOIS
312 555-2935

1388488
IN DEFERENTIAL
JUL 29 11:41:33

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Submitted by _____
Address _____
Promise _____
Deficit cert. to _____
Address _____
Defin of equitable trust _____
Dated to _____
Address _____
Address _____
CAMPDONT

NORTHWEST NATIONAL BANK
5555 MINNEAPOLIS AVENUE
CHICAGO, ILLINOIS 60630

Property of Cook County Clerk's Office

NOTARY PUBLIC
MARGARET M. TELLEMAN
JUL 29 1987

I, Margaret M. Telleman, Notary Public in and for said County, in the State aforesaid, do hereby certify that ROGELIO HERRERA and TERESA HERRERA, 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 to me, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead day of July, 1987. A. D. 1987.
Margaret M. Telleman
Notary Public