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Merchandise National Bank of Chicago

Merchandise Mart • Chicago, Illinois 60654 • (312) 836-8000

AFFIDAVIT OF LATE DELIVERY OF TRUST DEED OR MORTGAGE

I, Michael D. Pryde, affiant and Vice President of Merchandise National Bank of Chicago, being first duly sworn on oath states that the following property is registered with the Registrar of Titles, Cook County, Illinois, Torrens Certificate No. 1426074.

LOT FORTY THREE-----(43)

In the Subdivision of Block Nine (9), in Simon's Subdivision of the South East Quarter $\frac{1}{4}$ of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian.

Real Estate Index No: 13-35-408-032

Property Address: 1824 N. Kimball
Chicago, Illinois

That on November 7, 1987, Doroten Bruno (married to Martha Bruno)

, executed a Trust Deed/Mortgage in the amount of \$4,400.00. The Trust Deed/Mortgage and Note/Installment Contract were not signed by Martha Bruno and were not timely filed with the Registrar of Titles.

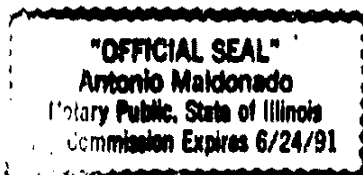
That the Trust Deed/Mortgage and Note/Installment Contract are valid obligations and have not been paid in full or discharged, and therefore, should be accepted for filing with the Registrar of Titles to protect the security interest of Merchandise National Bank of Chicago.

That I, the affiant, further states that this affidavit is made for the purpose of inducing the Registrar of Titles to register this Trust Deed/Mortgage and identify the Note/Installment Contract secured by the Trust Deed/Mortgage. I, the affiant, make this affidavit to indemnify and save harmless any and all claims which may be presented against the Registrar of Titles as a result of registering this Trust Deed/Mortgage.

State of Illinois

County of COOK

Subscribed and sworn before
me this 27 day of July, 1988



Very Truly Yours,

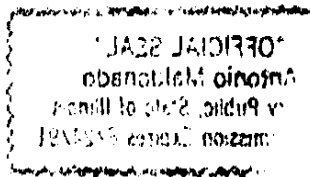
Michael D. Pryde
Vice President

Antonio Maldonado
NOTARY PUBLIC

COMMISSION EXPIRES

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Property of Cook County Clerk's Office



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SECOND MORTGAGE (ILLINOIS)

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

3727106

THIS INDENTURE WITNESSETH, That Doroteo Bruno
(Married to Martha Bruno)

(hereinafter called the Grantor), of
1824 N. Kimball Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100
Dollars

in hand paid, CONVEY AND WARRANT to
Merchandise National Bank of Chicago
of Merchandise Mart Chicago, Illinois 60654
(No. and Street) (City) (State)

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:

FOURTY THREE (43)

In the Subdivision of Block Nine (9), in Simon's Subdivision of the South East Quarter (1/4) of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian.

Real Estate Index No: 13-35-408-032
Property address: 1824 N. Kimball
Chicago, Illinois

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 hereinafter set forth.

WHEREAS, The Grantor is justly indebted upon 1 13.50 percent per annum bearing even date herewith, payable

To Superior Extariors, Inc. and assigned to Merchandise National Bank of Chicago in 36 monthly installments of \$49.31, with the first installment due May 13, 1988. Net proceeds of \$4,400.00 at an annual percentage rate of 13.50%.

Note FD

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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 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 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 incumbrances, 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 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 13.50 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 13.50 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if 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 herein — including reasonable attorney's fees, outlays for documenting 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 herof 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 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 the said premises.

The name of a record owner is: Doroteo Bruno (Married to Martha Bruno)

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then 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

Witness the hand and seal of the Grantor this 7th day of November, 19 87

Doroteo Bruno (SEAL)
Doroteo Bruno

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

Martha Bruno (SEAL)
Martha Bruno

This instrument was prepared by Merchandise National Bank of Chicago
Merchandise (NAME AND ADDRESS) Mart
Chicago, Illinois 60654

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STATE OF Illinois }
COUNTY OF Cook } SS.

I, Barbara Zotos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Doroteo Bruno
Martha Bruno

personally known to me to be the same persons whose name SAKE 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 17 day of November, 1987

(Impress Seal Here)

Barbara Zotos
Notary Public

Commission Expires

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~~XXXXXXXXXXXXXXXXXXXX~~

1426074
DF
NFD

1426074
BOX No. 1426074
SECOND MORTGAGE
Trust Deed

Doroteo Bruno
(married to Martha Bruno)
1324 N. Kimball
Chicago, Illinois
TO
Merchandise Mart
Chicago, Illinois 60654

3727106
3727106

1324 N. Kimball
Chicago, Illinois 60654

GEORGE E. COLE
LEGAL FORMS