

This Indenture, WITNESSETH, That the Grantor^s, FELICIANO J. JIMENEZ AND VICTORIA JIMENEZ, his wife

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of TWO THOUSAND THREE HUNDRED NINETEEN AND 47/100ths (\$2,319.47) Dollars

in hand paid, CONVEY AND WARRANT to CHARLES B. ZELLER, JR., 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 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:

The South half (1/2) of Lot four (4) in Block thirteen (13) in Simon's Subdivision of the South East Quarter (SE1/4) of Section thirty five (35), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, 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 herein.

WHEREAS, The Grantor^s, FELICIANO J. JIMENEZ AND VICTORIA JIMENEZ, his wife

justly indebted upon their principal promissory note—bearing even date herewith, ~~dated~~ for \$2,319.47 — — — — —, and interest on the balance of principal remaining from time to time unpaid at the rate of 7% per annum in instalments as follows: \$45.00 or more on October 20th, 1973, and \$45.00 or more on the 20th day of each and every month thereafter until this note is fully paid. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal.

The lien of the within TrustDeed is subject to and subordinate to the lien of the indebtedness dated 11/30/72, signed by Francisco Flores and Carlota Flores, his wife in the amount of \$17,650.00, and recorded as document No. 22 527 707. All rights of the holder and owner of the indebtedness secured by this Trust Deed are subject and subordinate to the right, title and interest of the holder of the indebtedness secured by said indebtedness recorded as document No. 22 527 707.

The Grantor^s covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) To pay prior to the first day of each year, all taxes, assessments or liens against said premises and on demand to exhibit receipts therefor; (3) Within sixty days after destruction, damage or rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste on 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 shall be authorized to place such insurance in any policy acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first mortgagee 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 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 and, if said premises or pay all prior incumbrances and the interest thereon from time to time, and whenever so paid, the grantor^s agree to repay immediately with interest, and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereunder.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and interest, shall, at the option of the legal holder thereof, without notice to the grantor^s, be immediately due and payable, and with interest thereon from time to time, at seven per cent per annum, shall be recoverable by foreclosure, or by suit at law, or both, the same as if all of said indebtedness had then become due and payable.

It is Agreed by the grantor^s 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 advertising, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure deed, shall be paid by the grantor^s; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of said indebtedness, as such, may be a party, shall also be paid by the grantor^s. All such expenses and disbursements shall be an additional lien in favor of the holder of said indebtedness, shall be taxed as costs and included in any decree that may be rendered in such foreclosure and proceedings; which proceeding, whether decree 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 suit, including attorney's fees have been paid. The grantor^s for said grantor^s and for the heirs, executors, administrators and assigns of said grantor^s, shall retain the possession of and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose on this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor^s, or to any party claiming under said grantor^s, appoint a receiver to take possession and 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 CHICAGO TITLE AND TRUST COMPANY 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^s and seal^s of the grantor^s this 20th day of SEPTEMBER A. D. 19 73
(FELICIANO J. JIMENEZ) (SEAL)
(Victoria Jimenez) (SEAL)
(VICTORIA J. JIMENEZ) (SEAL)

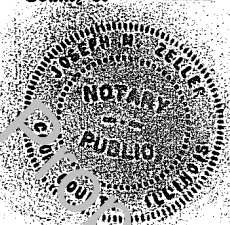
22 520 142

RECORDED OF DEEDS
COOK COUNTY ILLINOIS

Anthony R. Olson
1973 OCT 22 PM 1 58

OCT-22-73 7 0 2 8 2 5 • 22520142 • A — Rec. 5.00

State of ILLINOIS }
County of COOK } ss.



I, *Joseph M. Feller*
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
FELICIANO, J. JIMENEZ AND VICTORIA JIMENEZ, his wife

personally known to me to be the same person whose name SARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the 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 20th
day of SEPTEMBER A. D. 19 73

Joseph M. Feller
Notary Public.

The Instalment Note mentioned in the within Trust Deed has been identified herewith by the Trustee. RE#1989

Charles B. Zeller, Jr.
(Trustee)

5.00

22520142

Box No. 633

SECOND MORTGAGE
Trust Deed

FELICIANO J. JIMENEZ AND VICTORIA
JIMENEZ, his wife
TO
CHARLES B. ZELLER, JR. TRUSTEE

GEORGE E. COLE COMPANY