

22 525 387

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

This Indenture, WITNESSETH, That the Grantor  
TRANBITO T. MATA AND LORETO MATA his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Forty-Three Hundred Twenty-Eight & 97/100 Dollars  
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 appurtenances 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 48 in Block 19 in Court Partition of the South East Quarter (1/4) of Section 31, Township 38 North, Range 15, 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, TRANBITO T. MATA AND LORETO MATA his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable  
CHURCHELL BUILDERS, INC., for the sum of Forty-Three Hundred Twenty-Eight & 97/100  
Dollars (4328.97) payable in 35 successive monthly instalments each of \$120.25  
except the final instalment which shall be equal to or less than the monthly  
instalments due on the note commencing on the 15 day of Dec. 1973, and on the  
same date of each month thereafter, until paid, with 10% interest after maturity at  
the highest lawful rate.

THE GRANTOR, do covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth in said 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 which affect said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or injury to, or removal of, or any 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 hereafter erected on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies approved 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, and the interest thereon, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all such insurances, and the interest thereon, at the times 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, or pay such taxes or assessments, or discharge or purchase any tax liens 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 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 accrued 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, or expired terms.

IT IS AGREED by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the development 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 embracing foreclosure deeds shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, but a release hereof given, until all such expenses and disbursements, and the costs of sale, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said 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 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 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 AURELIO G. MESSERA 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 17 day of October A. D. 1973

TRANBITO MATA (SEAL)  
LORETO MATA (SEAL)  
(SEAL)  
(SEAL)

22 525 387

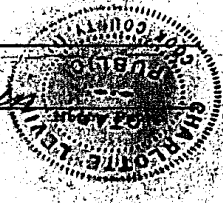
State of Illinois  
County of Cook } ss.

I, CHARLOTTE LEVIN  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
TRANSITO T. MATA AND LORETO MATA his wife

personally known to me to be the same persons whose names is 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 17  
day of October A. D. 19 73

Charlotte Levin



Property of Cook County Clerk's Office

Shirley R O  
1973 OCT 26 AM 10:49  
OCT-26-73 705390 22525387 A - Rec 5.00

REC'D 55  
REC'D 55  
RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

5.00

22525387

Box No. 216

SECOND MORTGAGE  
**Trust Deed**

TRANSITO T. MATA AND  
LORETO MATA his wife  
TO  
JOSEPH DEZONIA, TRUSTEE

55 252 387

END OF RECORDED DOCUMENT