

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

22 901 166

This Indenture, WITNESSETH, That the Grantor is

CARLOS L. OLVERA and YOLANDA OLVERA, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Nineteen hundred eighty seven and 18/100 Dollars

hand paid, CONVEY AND WARRANT to JOSEPH DRZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois

and 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 12 feet of Lot 15 and all of Lot 16 in Block 2 in the Subdivision of the part of Lot 2 lying East of Boulevard and of the West half of the East two third of Lot 4 (except that part taken by boulevard) in Partition of the East 48 acres of the North 26 acres of the North West quarter of Section 25, Township 39 North, Range 14 East of the Third Principal Meridian.

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 CARLOS L. OLVERA and YOLANDA OLVERA, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable WORTHY PRODUCTS CORPORATION, for the sum of Nineteen hundred eighty seven and 18/100 Dollars (\$1987.18) payable in 59 successive monthly installments each of \$33.12 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 30th day of December, 1974 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenant and agree as follows: (1) To pay prior to the first day of June in each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor; (2) Within sixty days after destruction or damage to rebuild or repair any building or improvements on said premises that may have been destroyed or damaged; (3) That waste in said premises shall not be committed or suffered; (4) To keep all buildings, now or at any time on said premises insured by companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies hereinafter to be named by the holder of the first mortgage indebtedness, with insurance attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee or Mortgagee, who may agree, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) To pay all premiums, interest and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the prior installment 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 affecting said premises, or pay all prior installments and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without penalty or cost, and the same with interest thereon from the date of payment at seven per cent per annum, shall be as 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 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.

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, unless for disbursements, attorney's charges, cost of proceeding or completing adefect showing the whole title of said premises embracing foreclosing interest 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 so paid as aforesaid and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be discharged, nor a release hereof given, until all such expenses and disbursements and the costs of suit, (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 rights in 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, cause any party claiming under said grantor, to appoint a receiver to take possession of 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 County of the grantor, or of his refusal or failure to act, then AUGUST C. MARKS, of said County is hereby appointed to be first successor in this trust and if for any reason the said first successor fail or refuse to act, the person who shall then be the acting Receiver 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 30th day of October A. D. 1974

Carlos L. Olvera (SEAL)
Yolanda Olvera (SEAL)

(SEAL)
(SEAL)

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State of Illinois  
County of Cook

I, *Richard Brooks*

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
CARLOS L. OLVERA and YOLANDA OLVERA, his wife

personally known to me to be the same person whose names *OLVERA* 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 30th  
day of October A. D. 1974

*Richard Brooks*  
Notary Public



Property of Cook County Clerk's Office

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Box No. 246  
SECOND MORTGAGE  
Trust Deed

CARLOS L. OLVERA and  
YOLANDA OLVERA, his wife  
TO  
JOSEPH DEZORNA, Trustee

*In the Matter*

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END OF RECORDED DOCUMENT