

UNOFFICIAL COPY

22 129 989

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

GEO E COLE & CO CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S MANUEL C. CABRAL and EVA
CABRAL, his wife,

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of One thousand two hundred and no/100--or more----- Dollars
in hand paid, CONVEY AND WARRANT to STEPHANIE MATELSKI
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 appar-
atus 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 20 in Block 2 in B. F. Jacob's subdivision of Block 10 in Stone and Whitney's
Subdivision of the North 1/2 & the West 1/2 of South East 1/4 of Section 7 and West 1/2
of South East 1/4 of Section 6, Township 38 North, Range 14 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 MANUEL C. CABRAL and EVA CABRAL his wife

justly indebted upon One principal promissory note bearing even date herewith, payable
in installments as follows: Forty-Five and no/100-- (\$5.00) or more on the 1st day
of December, 1972, the sum of Fifty-Five and no/100-- (\$55.00) or more on the 1st day
of each and every month thereafter until said note is fully paid, except that the final
payment of principal and interest if not sooner paid, shall be paid on the 1st day
of December, 1974; all such payment or account of the indebtedness evidenced by said
note to be applied first to accrued and unpaid interest at the rate of 7 3/4 % on the
unpaid balance and the remainder principal; the portion of each of said installments
constituting principal, to the extent not paid when due, to bear interest after the
date for payment at the rate of 8 per cent per annum, and all such payments being
made payable at the office of STEPHEN J. MATELSKI, 1741 W. 47 Street 927-1935
Chicago, Illinois or at such other place as the legal holder of the note may, from
time to time, in writing appoint.

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 June 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 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 is hereby authorized to place such insurance in companies acceptable 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 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 times or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay such taxes or assessments, or discharge or purchase any tax lien or file an offering of said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor S 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 hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date 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 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 documentary 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 S; 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 S. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in such foreclosure proceedings, which proceedings, 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 suit, including solicitor's fees have been paid. The grantor S for said grantor S and for the heirs, executors, administrators and assigns of said grantor S 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 S, or to any claimant under said grantor S, 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, ROGER S. MATELSKI 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 S this 16th day of November A. D. 19 72

Manuel C. Cabral (SEAL)
Eva G. Cabral (SEAL)
(SEAL)
(SEAL)

22 129 989

UNOFFICIAL COPY

State of Illinois
County of Cook } ss.



I, **STEPHEN J. MATELSKI**

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that
MANUEL C. CABRAL and EVA CABRAL his wife

personally known to me to be the same persons whose names 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 16th
day of November A. D. 19 72

Stephen J. Matelski
Notary Public.

Property of Cook County Clerk's Office

1972 NOV 24 AM 9 15

NOV-24-72 5 47 29 22129989 A Rec

5.10

500 MAIL

Box No. _____
SECOND MORTGAGE
Trust Deed

MANUEL C. CABRAL and EVA CABRAL
his wife
4734 S. Hermitage Ave., Chicago, IL

TO
STEPHANIE MATELSKI
1741 West 47 Street
Chicago, IL. 60609
927-1935



MAIL TO :
STEPHANIE MATELSKI
1741 West 47 Street
Chicago, IL. 60609

22129989
GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT