

UNOFFICIAL COPY

23 603 534

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

This Indenture, WITNESSETH, That the Grantor^S Frank T. Rodrigues and Theresa Rodriguez (his wife)
4208 W. 24th Pl.

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

for and in consideration of the sum of Six Thousand Four Hundred Thirty One 88/100 Dollars

in hand paid CONVEY^S AND WARRANT^S to Madison Bank and Trust Company

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:

Lot 5 in Subdivision of Block 18 in Crawford's Subdivision of part

lying South of Railroad of Section 27 Township 39 North, Range 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 Frank T. Rodrigues and Theresa Rodriguez (his wife)

justly indebted upon _____ principal promissory note bearing even date herewith, payable

Madison Bank and Trust Company in the amount of (\$6,431.88)

Six Thousand Four Hundred Thirty One 88/100

84 Installments of \$76.57 each, commencing on Oct. 5, 1976 and

the same date of each month thereafter until paid.

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 levied on 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 on said premises at all times 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, a fire insurance may appear, which policies shall be let and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 encumbrances 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 encumbrances and the interest thereon from time to time; and all money so paid, the grantor^S agree to repay immediately without 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 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 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 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 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 party remaining 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 _____ 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 12th day of AUG A. D. 1976

X Frank T. Rodrigues (SEAL)
Theresa Rodriguez (SEAL)

_____ (SEAL)
_____ (SEAL)

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RECORDERS OFFICE
COOK COUNTY ILLINOIS

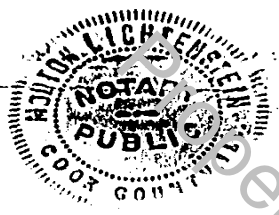
State of Illinois }
County of Cook } ss. AUG-19-76 239741 • 23603534 • A — Rec 10.00

I, Morton Lichtenstein
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Frank T. Todriquez and Theresa Rodriguez (his wife)

personally known to me to be the same person whose name S BPC subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 12th
day of Aug. A. D. 1976

Morton Lichtenstein
Notary Public.



THIS INSTRUMENT WAS PREPARED BY
La Vergne Rozewski
ALL STATE LUMBER COMPANY
2039 SOUTH CICERO AVENUE
CICERO, ILLINOIS 60659



10.00

23603534

Box No. 131

SECOND MORTGAGE

Trust Deed

Frank & Theresa Rodriguez
4208 W. 24th. Pl.
Chicago, Ill. 60623

TO

Madison Bank and Trust Company
400 West Madison Street
Chicago, Illinois 60606

Pay to the order of Madison
Bank and Trust Company of
Chicago.

BY: *La Vergne Rozewski*

TITLE: Ch. of the Board

COMPANY: ALL STATE LUMBER CO.

END OF RECORDED DOCUMENT