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24548693

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

THIS INDENTURE, WITNESSETH, That the Grantors, Pedro Jimenez and Maricela Jimenez, his wife
of the city of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of Three Thousand Five Hundred Twenty-seven & 40/100
Dollars in hand paid, CONVEY AND WARRANT to Ruben Harris, as Trustee
Intercontinental Center
of the city of Maywood, County of Cook and State of Illinois
as trustee, and his successors in trust hereinafter named, for the purpose of securing performance of the covenants and
agreements hereinafter described real estate, with the improvements thereon, including all heating, air-condition-
ing, 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 34 in Block 15 in Cobe and McKinnon's 63rd street subdivision of
the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 13 and the North
East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section 24, Township 38 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 Grantors are justly indebted upon one principal promissory note bearing even date
herewith, payable in the sum of ---Thirty five hundred twenty seven and---
40/100 dollars--- (\$ 3527.40)
payable in Sixty (60) equal and successive monthly instal-
ments of Fifty eight and 79/100-dollars--- (\$ 58.79)
each beginning March 24, 1978 and ending on February 24, 1983.

THE GRANTORS 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 1985 year, all taxes and assessments against said
premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to said 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 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 Mortgagees or Trustees 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 grantee or the holder
of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien reflecting said premises or pay
all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantors 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 incurred hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including interest, 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 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with 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 grantors; 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 grantors. 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 grantors for said grantors and for the heirs, executors, administrators
and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that
upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the said grantors
or to any party claiming the plural number, 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 or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then
Melvin Cohen 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns
and verbs importing the plural number.

WITNESS their hand and seal this 18th day of February, 1978

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Pedro Jimenez (Seal) Maricela Jimenez (Seal)
Pedro Jimenez Maricela Jimenez

(Seal) Maricela Jimenez (Seal)

County of COOK
State of Illinois



I, the undersigned, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that Pedro Jimenez &
Maricela Jimenez, his wife

personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person, and acknow-
ledged 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 official seal, this 18th day of February, 1978
Commission expires 7-5-1981

Notary Public

This instrument was prepared by Ruben Harris, Intercontinental Center, Maywood, IL
(Name) (Address) 60153

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1978 JUL 24 AM 11 25
REGISTER OF DEEDS
COOK COUNTY ILL. 618

RECORDED *Edmund White*

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Property of Cook County Clerk's Office

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OF RECORDED DOCUMENT