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

26505869

This Indenture, WITNESSETH, That the Grantor Heriberto Rodriguez and Anita Rodriguez (His Wife)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand Four Hundred & Twenty Five No/100 Dollars in hand paid, CONVEY AND WARRANT to Madison National Bank of Niles of the City of Des Plaines 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 23 in Boettchers subdivision of Lots 1, 2 and 3 in Block 8 in Bordens subdivision of the West half of the Southeast quarter of Section 36 Township 40 North, Range 13 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 Grantor Heriberto Rodriguez and Anita Rodriguez (His Wife) justly indebted upon their principal promissory note bearing even date herewith, payable of 36 monthly installments of \$ 206.25

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THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided 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 to said premises shall not be committed or suffered; (5) to keep all buildings new or at any time or from time to time 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 they may appear, which policies shall be let 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 time 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 lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all moneys 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 earned 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 said indebtedness had then matured by express terms.

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, outlays for documentary evidence, stenographer's charges, costs of proceeding or completing abstract showing the whole title of said premises, enforcing foreclosure decree shall be paid by the grantor; 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. 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 and disbursements, which decree of sale shall have been entered or not, shall not be disturbed, 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 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 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 County of the grantee, or of his refusal or failure to act, then any like cause and 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 necessary in the 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 hands and seals of the grantor, this _____ day of _____ A. D. 19 ____ This Instrument Was Prepared By Rose Kagan 2432 Delta Lane Elk Grove Village, Illinois Anita Rodriguez (SEAL)

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1983 FEB 14 8 12 AM

State of Illinois }
County of Cook }

I, FEB-14-83 707532 26505869 10.00
Rose Kagan

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Heriberto Rodriguez and Anita Rodriguez (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 acknowledged that he signed, sealed and
delivered the said instrument as a 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 29th
day of Dec A. D. 19 82

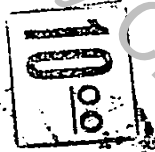
Rose Kagan

MY COMMISSION EXPIRES JUNE



26505869

Property of Cook County Clerk's Office



4 Box No. 131

SECOND MORTGAGE

Trust Deed

TO

MADISON NATIONAL BANK OF NILES
9190 W. GOLF ROAD
DES PLAINES, ILL. 60016

Form 223-TD

END OF RECORDED DOCUMENT