

THIS INSTRUMENT PREPARED BY MARIA M. VEGA, PIONEER BANK, 4000 W. NORTH AVENUE CHICAGO, ILLINOIS 60639

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27412365

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M 27-34162

This Indenture, WITNESSETH, That the Grantor ROBERTO SANTIAGO & GEORGIA SANTIAGO, HIS WIFE AND ANIBAL SCHARON & ISABEL SCHARON, HIS WIFE

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

and in consideration of the sum of TEN THOUSAND NINE HUNDRED TWELVE AND 44/100 Dollars

in hand paid, CONVEY AND WARRANT to R. D. McGLYNN, 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:

LOT 30 IN BLOCK 3 IN GARFIELD BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ( EXCEPT THE WEST 307 FEET OF THE NORTH 631.75 FEET AND THE WEST 333 FEET OF THE SOUTH 1295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 13-34-402-025

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 ROBERTO SANTIAGO & GEORGIA SANTIAGO, HIS WIFE AND ANIBAL SCHARON & ISABEL SCHARON, HIS WIFE, are jointly and severally indebted to the undersigned by a promissory note bearing even date herewith, payable

payable in 84 successive monthly instalments each of \$129.91 due on the note commencing on the 2ND day of MARCH 1981, 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 said indebtedness, and the interest thereon, as herein and in said note 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) in the event of any loss or damage 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 hereinafter named, 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 Trustees, and, 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 such taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said first mortgage, thereon from time to time, and all money so paid, the grantor 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 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 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 solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree 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 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, 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, 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 Cook County of the grantee, or of his refusal or failure to act, then

Joan J. Behrendt 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 this 15th day of JANUARY, A. D. 19 85

X Roberto Santiago (SEAL)  
X Georgina Santiago (SEAL)  
X Anibal Scharon (SEAL)  
X Isabel Scharon (SEAL)

27412365

State of Illinois }  
County of Cook } 55.

I, Kim Anthony Piscopo  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that ROBERTO SANTIAGO AND GEROGINA SANTIAGO, HIS WIFE AND ANIBAL SCHARON & ISABEL SCHARON, HIS WIFE

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t.he Y. 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 15  
day of JANUARY A. D. 19 85.

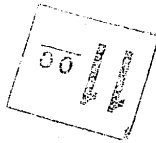
Kim Anthony Piscopo  
Notary Public.

My Commission Expires May 22, 1988

Property of Cook County Clerk's Office

21 JAN 85 12:35

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Box No. .... 22 .....

SECOND MORTGAGE

**Trusteed**

TO  
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

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