

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

27317917

49-40345

This Indenture, WITNESSETH, That the Grantor ROSARIO E. RODRIGUEZ (DIAPHECO - NOT SIPLE REMARCO)

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS for and in consideration of the sum of TWELVE THOUSAND NINE HUNDRED SIXTYEEN Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, Trustee 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 every thing 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 32 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 25, TOWNSHIP 40 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 ROSARIO E. RODRIGUEZ (DIAPHECO - NOT SIPLE REMARCO) justly indebted upon one principal promissory note bearing even date herewith, payable LAKE VIEW TRUST & SAVINGS BANK

payable in 60 successive monthly installments each of \$15.27 due MONTHLY on the note commencing on the 25th day of NOVEMBER 84, and on the same date of each month thereafter, until paid, with interest at the rate of the highest lawful rate.

THIS IS A JUNIOR MORTGAGE

The Grantor covenants and agrees 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 or removal of 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 out to the first Trustee or Mortgagee, and, in the event of failure to insure, or pay such taxes or assessments, or the prior encumbrance or the interest thereon when due, the grantor 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 agrees to repay immediately without demand, and the same with interest, upon the next 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, and 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. In as much as the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable selection fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract showing the whole title of said premises embracing 67,00000 acres, 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 proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be deemed complete until a heretofore given, until all such expenses and disbursements, and the costs of suit, including collector'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 to execute and file 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 grantor, or of his refusal or failure to act, then Thomas F. Bussey 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 grantor or his successor in trust, shall release said premises to the trust, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 28th day of JUNE, A. D. 1984. Rosario Rodriguez (SEAL)

UNOFFICIAL COPY

State of Illinois
County of Cook) ss.

31 OCT 04 12:41

Notary

I, Patrick J. Diney
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Rosario Rodriguez
(Divorced & not since remarried)

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/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 28
day of June A. D. 1904

Patrick J. Diney
Notary Public

Property of Cook County Clerk's Office

101-31-01 977204 27317917 A - REC 10.00

10.00

Box No.

SECOND MORTGAGE

Trust Deed

TO

GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

LAVE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2160

27317917

END OF RECORDED DOCUMENT