

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27317917

49-40345

This Indenture, WITNESSETH, That the Grantor ROSARIO E. RODRIGUEZ
(DANIELO T. POT. SPC. CO. INC.)

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS,
for and in consideration of the sum of TWELVE THOUSAND NINE HUNDRED SIXTEEN AND $\frac{1}{2}$ 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 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 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.

Herby 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 RO.S.H.P.A. E. RODRIGUEZ (DANIELO T. POT. SPC. CO. INC.)
justly indebted upon one principal promissory note, bearing even date herewith, payable

LAKEVIEW TRUST & SAVINGS BANK

payable in 60 successive monthly instalments each of \$15.77 due MONTHLY,
on the note commencing on the 25 day of NOVEMBER, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A JUNIOR MORTGAGE.

This Grantor covenants and agrees: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement standing time of payment; (2) to 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 while to said premises shall remain any building or improvement which may be held as security for any debt or obligation, the same shall be held in trust for the benefit of the holder of such insurance in complete acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagor, and second, to the Trustees herein as their interests may appear, which policies shall be left and remains to the last Mortgagor or Trustee until the indebtedness is fully paid; (5) to pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable;

In case of the death, removal or absence from the state of the grantor or the holder of said indebtedness, or in case of 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 other indebtedness and the interest thereon from time to time, and all money so paid, the grantor or the holder of said indebtedness, shall be entitled to a credit thereon, and the same with interest thereon at seven per cent, per annum, shall be recoverable by action at law, or by suit in equity, or by garnishment, or by attachment, or by any other process or proceeding, or by sale of the same as in all of said indebtedness, and then by express legal action.

In case of the death, removal or absence from the state of the grantor or the holder of said indebtedness, or in case of the grantor or the holder of said indebtedness, in connection with the foreclosures hereof, or in case of reasonable collection fees, outlays for documentary evidence, messenger's charges, cost of procuring or completing abstract showing the title of said premises under a fraction, a decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or action wherein the grantor or any holder of any part of said indebtedness, or in case of the death, removal or absence from the state of the grantor, or in case of the grantor or the holder of said indebtedness, in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of assize shall have been entered or not, shall not be dismissed, nor a writ of garnishment given, until all such expenses and disbursements, 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 ... 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 the state of the grantor, or if he refused or failed 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 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 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 28 day of JULY, A.D. 1984.

Rosario Rodriguez (SEAL)

X (SEAL)

..... (SEAL)

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State of Illinois
County of Cook

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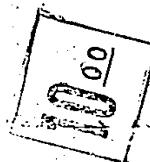
I, Patrick J. Dineen,
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Rosario Rodriguez
(Divorced & NOT SINCE REMARRIED)

personally known to me to be the same person whose name 15....., 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.

Subscribed under my hand and Notarial Seal, this 38 day of July, A.D. 1984. Patrick J. Dineen
Notary Public.

OCT-31-84 977204 27317917 A - REC

10.00



Box No.....
SECOND MORTGAGE
Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

LAKEVIEW TRUST AND SAVINGS BANK
3201 NASHLAND AVE. CHICAGO, IL 60657
312/525-2160

6167917

END OF RECORDED DOCUMENT