

UNOFFICIAL COPY

85142691 49-4506

This Indenture, WITNESSETH, That the Grantor Hector Rodriguez and his wife
Maria, as joint tenants

of the City of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of Four Thousand, Three Hundred Forty & 16/100 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 tents, issues and profits of said premises, situated
in the City of Chicago, County of Cook and State of Illinois, to-wit:
Lot 23 in Block 3 in Foreman's Stockyard's Addition
being a Subdivision in Section 8, Township 38 North,
Range 14, East of the Third Principal Meridian, in
Cook County, Illinois.

Commonly known as: 4855 S. Elizabeth, Chicago, Ill.
PIN # 20-08-115-023

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 Hector Rodriguez and his wife Maria, as joint tenants

justly indebted upon one principal promissory note, bearing even date herewith, payable
TO: 1st CITY SUIIDERS, INC. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 48 successive monthly instalments each of \$9.42 due monthly
on the note commencing on the 13 day of SEPT. 1985, 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

The GRANTOR do hereby agree, as follows: (1) To pay said principal and interest thereon, as herein and in said notes provided, or secondarily, in 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 to defend and exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings, improvements on said premises that may have been destroyed or damaged; (4) that work on said premises shall not be commenced or carried on, or any improvements thereon made, until the same have been approved in writing by the first Trustee or Mortgagee, who is hereby authorized to place such approvals in compliance with the terms of the first mortgage; (5) with the clause aforesaid payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein, if their interest may appear, with all policies shall be held and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all profit accumulations, and the interest thereon, at the time of time when the same shall be due and payable.

In the event of default in the payment of principal or interest, or the grantor's failure to perform any of the covenants herein, the grantor or the holder of said indebtedness may procure such insurance, or any such tax assessments, or discharge or pay any tax liability affecting said premises or pay all other expenses and the interest thereon from time to time, and if it may so pay, the grantor shall agree to repay immediately with interest thereon from the date of payment at seven per cent, per annum, shall be such additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants, or the violation of any of the conditions herein, the whole of said indebtedness, including principal and all accrued interest and all other expenses, shall be 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, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms.

In the event of foreclosure, the cost of expenses and disbursements, paid or incurred in behalf of completion of the foreclosure, including reasonable attorney's fees, outlays for documentary evidence, stamp, paper's charges, or any other expenses of completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, incurred by any suit of proceeding to enforce the grantor or any holder of any part of said indebtedness, in such case, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional indebtedness and shall be added as costs and included in any decree that may be rendered in such foreclosure or proceeding, whether decree of sale shall be dismissed, nor a release thereon given, until all such expenses and disbursements, and the cost 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 any foreclosure proceedings, and agree that upon the filing of any bill to foreclose said 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 and 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 wife, if she be dead, then

Thomas F. Bussey of said County is hereby appointed to be the acting Recorder of Deeds of said County in the event of the death, removal or absence of the grantor, 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, free of all claims, and retaining his reasonable charges.

Witness th hand, and seal, of the grantor, this 30 day of July, A. D. 1985

Hector Rodriguez
Maria Rodriguez

(SEAL)
(SEAL)
(SEAL)
(SEAL)

-85-142691

State of Illinois }
County of Cook } 55.

I, Hector Rodriguez
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Hector Rodriguez and his wife
Maria, as joint tenants

personally knows to me to be the same person, whose name is ARS, subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged 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 Notarial Seal, this
day of July A. D. 19 85

Hector Rodriguez
Notary Public
Commission Expires: 4/23/86

AUG 12 85 11:00 • 85142691 • A — Pec 11.00

12 AUG 85 2:22

11.00

Box No. 146

SECOND MORTGAGE

Trust deed

Hector E. Maria Rodriguez
205 S. Laramie
Chicago, Ill.

TO

GERALD E. SIKORA, Trustee
LAKEVIEW TRUST & SAVINGS BANK
3201 N. Ashland
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

Alex Tepper
1st City Builders, Inc.
3849 W. Devon
Chicago, Ill. 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL 60657
312/525-2180