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85142706

TRUST DEED—SECOND MORTGAGE FOR ILLINOIS

COOK COUNTY REC'D

This Indenture, WITNESSETH, That the Grantor MARGARITO C. CORRAL AND YOLANDA SALAS (MARRIED TO EACH OTHER) AS JOINT TENANTS AKA Margarito C. Cabada and Yolanda Salas Cabada of the CITY of CHICAGO, County of COOK and State of ILLINOIS for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED FORTY AND 36/100 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 rents, issues and profits of said premises, situated in the CITY of CHICAGO County of COOK and State of Illinois, to-wit:

LOT 8, W. J. MASON PAPERS, SUBDIVISION OF BLOCK 11 IN THE CASAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
COMMONLY KNOWN AS: 2119 W. HUBBARD CHICAGO
PERMASET TAX NO. 17-07-111-017-0000

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 MARGARITO C. CORRAL & YOLANDA SALAS (MARRIED TO EACH OTHER) AKA Margarito C. Cabada and Yolanda Salas Cabada as joint tenants justly indebted upon MODERN GENERAL CONTRACTORS ASSIGNED TO LAURE VIGOR TRUST AND SAVINGS BANK OF CHICAGO principal promissory note, bearing even date herewith, payable payable in 84 successive monthly instalments each of 243.34 due MONTHLY on the note commencing on the 29 day of August, 19 85, 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 covenants and agrees as follows: To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; To pay prior to the first day of June in each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor; To insure 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, (a) that waste to said premises shall not be committed or suffered; To keep all buildings now or at any time on said premises insured against fire and lightning by a company 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 the cost to be paid by the grantor; In the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (b) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; To pay interest on the principal amount of the indebtedness, 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 incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and with the same with interest thereon from the date of payment at seven per cent per annum, shall be as though 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, 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, as by suit at law, or both, the same as if all said indebtedness had then matured by express terms; If a lawsuit by the grantor, or if all expenses and disbursements paid or incurred in behalf of complainant in connection with said promissory note including reasonable solicitor's fees, outlays for documentary evidence, messenger's charges, cost of procuring or completing abstract showing the whole of said indebtedness embracing foreclosure decree or such may be paid by the grantor; All such expenses and disbursements shall be an additional lien upon said premises, shall be listed as debts and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the cost of suit, including solicitor's fees have been paid; The grantor, her heirs, assigns, and for the heirs, executors, administrators and assigns of said grantor, covenants and agrees to give to the person named, and thence from said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose the Trust Deed, the trust in which a child is settled, in any county and without notice to the said grantor, or in any party existing 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 Thomas F. Bussey of said County is hereby appointed to be the 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 party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 15 day of July, A. D. 19 85
Margarito C. Corral (SEAL)
Yolanda Salas Corral (SEAL)
Yolanda Salas Cabada (SEAL)

85142706

UNOFFICIAL COPY

State of Illinois
County of Cook) ss.

-85-142706

I, ANDREW V. JAWAS

a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARITO C. CABADA
AND YOLANDA SALAS (MARRIED TO EACH OTHER) AS JOINT
TENANTS AKA Margarito C. Cabada and Yolanda Salas Cabada

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 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 15
day of July, A. D. 19 85.

Andrew V. Jawas
Notary Public

My Commission Expires Oct. 4, 1986

Property of Cook County Clerk's Office

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Mail → Box No. 146
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SECOND MORTGAGE

Trust Deed

MARGARITO & YOLANDA (Joint) Cabada
2119 W. Huron CHICAGO, ILL.

TO

GERALD E. SIKORA, Trustee

LAKE VIEW TRUST & SAVINGS BANK
3201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60657

THIS INSTRUMENT WAS PREPARED BY:
ANDREW V. JAWAS

MODERNO GENERAL CONTRACTORS
3244 N. ROCKWELL, CHICAGO, ILL. 60641
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2180

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