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28-35340 R08

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Robert Pedraza and Maria Pedraza, his wife

Property Address: 2648 S. Keeler
City Chicago County of Cook and State of Illinois

for and in consideration of the sum of Five thousand five hundred sixty-three & 44/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

of the City 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 Chicago County of Cook and State of Illinois

Lot 25 in Hubbards Subdivision of Block 1 in Reid Subdivision of the West Half (1/2) of the South East quarter (1/4) of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #16-27-403-037

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 Robert Pedraza and Maria Pedraza, his wife

is justly indebted upon ONE bearing even date herewith, payable

in 36 successive monthly instalments each of \$154.54 due on the 8th day of NOV. 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 taxes on the first day of June in each year, all taxes and assessments against said premises, and as demanded to exhibit receipts therefor; (3) To insure all buildings and improvements on said premises with fire and theft insurance, and to keep all buildings and improvements on said premises insured in companies authorized to place insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee as their interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (4) To pay all prior indebtedness, and the interest thereon, at the time or times when same shall become due and payable. In the event of failure to insure, or pay taxes or assessments, or to pay or reimburse 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 pay or reimburse the interest thereon as aforesaid, 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. It is Agreed by the grantor that all expenses and disbursements paid or incurred by the holder of the first mortgage in connection with the foreclosure hereof including reasonable solicitor's fees, notary's fee, documentary evidence, notary's charges, and of executing or compelling the whole title of said premises embracing foreclosure decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or suits hereon when the grantor 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, and shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decrees shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid by the grantor, or 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 grantor, or to any party claiming under said grantor, appoint a receiver to take possession of things of said premises with power to collect the rents, issues and profits of 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 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 Receiver 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 and discharge the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 23rd day of September A.D. 1985

[Signatures of Robert Pedraza and Maria Pedraza with seals]

BOX 22

6451

Property of Cook County

85208223

UNOFFICIAL COPY

State of Illinois
County of Cook } 55.

ELSIE MAE HUMPHRETT

Notary Public in and for said County, in the State aforesaid, Do hereby Certify this Robert Pedraza and Maria Pedraza, his wife

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that E. M. 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.

Gave under my hand and Notarial Seal this 23rd day of September 1985 A. D. 85

Elsie Mae Humphreth
Notary Public

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 - TRAN 6403 09/27/85 10:35:06
#4513 # A *-85-206223

85208223

Doc No. 22

SECOND MORTGAGE

Trust Agreement

TO
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

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