

UNOFFICIAL COPY

32-94677

88-506089

This Indenture, WITNESSETH, That the Grantor

Mr. Antonio and Guadalupe Mendez, his wife, 4809 S. Hoyne

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Eleven Thousand One Hundred Eighty Three and 76/100 Dollars

in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, 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 46 in the subdivision of the West 1/2 of block 20 in Stone and Whitney's subdivision of the North 1/2 and the West 1/2 of the South East 1/4 of section 7 and the West 1/2 of the South East 1/4 of Section 6, Township 38 North, Range

14 East of the third principal Meridian in Cook County, Illinois. P.R.E.I. #25-07-110-005

Property Address: 4809 S. Hoyne, Chicago

DEPT-01 \$12.00
TH444 TRAN 5345 11/02/88 12:37:00
#9273 #4 *88-506089
COOK COUNTY RECORDER

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's Antonio Mendez and Guadalupe Mendez, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 84 installments of principal and interest in the amount of \$133.14 each until paid in full, payable to Chicago Home Renovators, Inc. and assigned to Pioneer Bank & Trust Company.

The first of said covenants and agreements follows: 1. To pay said indebtedness, and the interest thereon, when 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 rebuild or to repair all buildings or improvements on said premises that may have been destroyed or damaged. 4. That no title to said premises shall not be committed or suffered. 5. To keep all buildings, structures or any improvements on said premises insured in companies as selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached, and the first, to 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. 6. To pay all prior encumbrances, and the interest thereon, at the time of times when the same shall become due and payable. 7. In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 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 thereon from the date of payment at seven per cent per annum, shall be as much additional indebtedness secured hereby. 8. In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all accrued 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 of said indebtedness had then matured by express terms. 9. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing, including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a deed showing the whole title of said premises, a voluntary foreclosure decree shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein 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, shall be as costs 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 costs of suit, including solicitor's fees have been paid. The grantor, his said grantor, and 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 of 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

JOHN J. B. BECHTOLD, 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 party entitled, on receiving his reasonable charges.

88506089

Witness the hand and seal of the grantor, this 13 day of August, A. D. 1988

Antonio Mendez
Guadalupe Mendez

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

Box 22

#12-

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Fund

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

6S0905-88-

State of Illinois }
County of Cook }
us.

I, The undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Charles F. Swadlow
Trust Funds

personally known to me to be the same persons, whose name is

REC

subscribed to the foregoing

instrument, appeared before me this day in person, and acknowledged that he X signed, sealed and delivered the said instrument

in full, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness under my hand and Notarial Seal, this

day of August A. D. 19

Notary Public

John J. ...
My Commission Expires May 20, 1990