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This Indenture, WITNESSETH That the Grantor Salvador Gutierrez & Evangelina Gutierrez, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Four thousand nine hundred fifty-six and 48/100----- 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 4 in P. Henry Brockway's Subdivision of the East Half of Lot 15 of Joy, Friabies and Mowry's Subdivision of the West Half of the Northeast Quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #16-26-202-029 Property Address: 2244 S. Trumbull

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Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois is Trust, nevertheless for the purpose of securing performance of the covenants and agreements herein Woman X The Grantor: Salvador Gutierrez & Evangelina Gutierrez, his wife mostly indebted upon one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 27.68 each until paid in full, payable to Michael Construction Co., Inc. and assigned to Pioneer Bank & Trust Company

The Trustee's covenants and terms are as follows: 1. To pay said indebtedness and the interest thereon as herein and in each note provided or according to any agreement effecting loan or 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 that effect. 3. That said premises shall not be encumbered or otherwise to be kept all buildings now or at any time on said premises insured in compliance with the policy selected by the grantor herein. 4. That waste and other things shall not be done on said premises which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid. 5. To pay all prior security taxes and the interest thereon at the time or times when the same shall become due and payable. 6. To pay all taxes and assessments on the premises or the interest thereon when due. 7. The grantee or the holder of said indebtedness may proceed such insurance or pay such taxes or assessments, or discharge or purchase any tax liens or title affecting said premises or any all prior encumbrances and the interest thereon from time to time, and all notes so paid, the grantor agrees to repay immediately with interest, and the same with interest, from the date of payment at seven percent per annum, plus so much of the said indebtedness secured hereby. 8. In the event of a breach of any of the above 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 percent per annum, shall be recoverable by foreclosure thereon. 9. In the event of a breach of any of the above covenants or agreements had then matured by express terms. 10. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance with the foregoing trust, including reasonable selection fees, and all other incidental expenses, stamp duty, charges, cost of procuring or completing abstract showing the whole title of said premises, including reasonable selection fees, shall be paid by the grantor, and the like expenses and disbursements incurred by any court of proceeding wherein the grantee or any holder of any part of said indebtedness, or such may be a party, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid as costs and included in the decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale should have been entered or not, shall not be dismissed, nor a release hereof given, until all such taxes and disbursements, and the costs of suit, including selection fees have been paid. The grantor, his heirs, executors, administrators and assigns of said grantor, 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 all 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 John J. Behrendt of said county is hereby appointed to be first successor in the 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 above 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 22nd day of October, A. D. 1988

X Salvador Gutierrez (SEAL) X Evangelina Gutierrez (SEAL)

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SECOND MORTGAGE

Trust deed

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

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Property of Cook County Clerk's Office

DEPT-01 TRAN 5255 18/01/08 18:15:00
#7059 # 1-03-08 D D G U 1
COOK COUNTY RECORDER

88552834

OFFICIAL SEAL
STEVEN MICHAEL BLITZEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/24/10

Steven Michael Blitzen
NOTARY PUBLIC

I, the undersigned
Evangelina Gutierrez, his wife
personally known to me to be the same person B whose name
instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument
subscribed to the foregoing
Salvador Gutierrez &
I, under my hand and Notarial Seal, this 22nd
day of October
A D 1988

State of Illinois
County of Cook