

UNOFFICIAL COPY

9.7

32-43043

88222974

This Indenture, WITNESSETH, That the Grantor, *Rubén + Olga Rodriguez, his wife*,
of the City of Chicago, County of Cook, and State of Illinois,
for and in consideration of the sum of Fourteen Thousand Two Hundred Sixty Four, and 04/100-- 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 8 In Block 2 In Cobe and McKinnon's 67th Street and Western Avenue Subdivision, of
the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 38, North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
P.R.E.L. #19-24-222-027
Property Address, 6522 S. Artesian

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

In that it nevertheless, for the purpose of securing performance of the covenants and agreements herein
Witness, The Grantors, Rubén L. Rodríguez and Olga L. Rodríguez, his wife

justly indebted upon ONE thousand seven contract bearing even date herewith, providing for \$109.81
installments of principal and interest in the amount of \$109.81 each until paid in full, payable to
Chicago Home Renovators, Inc. and assigned to Pioneer Bank and Trust Company.

-88-222974

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as set forth in said notes provided, or according to any agreement extending time of payment, 25 days prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, 30 within sixty days after destruction or damage is noticed or reduces all buildings or improvements on said premises that may have been destroyed or damaged; (2) that while to said premises shall not be committed or suffered, or to keep all buildings now or at any time on said premises insured or compensated to be selected by the grantor herein, who is hereby authorized to place such insurance or compensation acceptable to the holder of the first mortgage indebtedness, with loss clause attached, payable to, the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be held and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (3) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure so to insure, or pay taxes, assessments, or other prior encumbrances, or dividends, or purchase any tax lien or title affecting said premises, or any other encumbrance and the interest thereon from time to time, and no money is paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum.

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 percent per annum, shall be recoverable by foreclosing thereof, or by suit at law, in both, the same as all of said indebtedness had then accrued by express terms.

If, by action by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure, action, including reasonable solicitor fees, and all for documentary evidence, defendant's charges, cost of preparing or completing abstract showing the whole title of said premises, embarking foreclose 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 item upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, such proceeding, whether decree of sale shall have been entered or not, shall not be suspended, 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, for and grantor, on the basis, executors, administrators and assigns of said grantor, waive all right to the possession of, and removal 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 or charge of said premise 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
STORY, JR., Reliever.

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 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 25 day of April, 1988.

R. Rodriguez (Signature) (Seal)

Olga Rodriguez (Signature) (Seal)

12 00 (Seal)

UNOFFICIAL COPY

卷之三

SECOND MORTGAGE

R.D. McGLYNN,
Trustee

MEMOIR WAS PREPARED BY:

WELCH BANK AND TRUST COMPANY
4000 W. North Ave.
Chicago, Illinois 60639

Property of Cook County Clerk's Office
McCormick Exch May 20, 1990