

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

88336970 5 7/32 - 43645

This Indenture, WITNESSETH that the Grantor Lucia Daisy Andaya and Florencia Fontanilla...

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Nine Thousand Eight Hundred Eighty-One and 40/100 Dollars in hand paid, CONVEY AND WARRANT...

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 Sixteen (16) in Block Twenty (20) in Gale's Subdivision of the South East Quarter of Section Thirty-One (31), and the South West Quarter of Section Thirty-Two (32), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois. P.R.E.L. # 13-31-301-010 Property Address: 1819 N. Narragansett, Chicago

88336970

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 Lucia Daisy Andaya and Florencia Fontanilla, justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 164.69 each until paid in full, payable to Ace Home Improvement Services Inc. and assigned to Pioneer Bank & Trust Company.

THE GRANTOR covenant and agree 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 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. To 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, 4. That waste on said premises shall not be committed or suffered, 5. To keep all buildings, now or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached; provided that, 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, 6. To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable, 7. To pay all taxes and assessments, and the interest thereon, when due to, or for the benefit of, the holder of said indebtedness, 8. To pay such insurance, or pay such taxes or assessments, or discharge of purchase any tax lien or title affecting said premises to pay all the incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand, 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 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.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of completion in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, notary public's charges, cost of procuring or completing abstract showing title to said premises, notary fees, recording fees, and any other expenses, 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 taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed, nor a release hereof from, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, her said grantor, and her 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 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 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 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 23rd day of May A. D. 19 88

X Lucia Daisy Andaya
X Florencia Fontanilla

SEAL
SEAL
SEAL
SEAL

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Deed

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

\$12.00

WILL C...

Property of Cook County Clerk's Office

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88-336970

OFFICIAL SEAL
MICHAEL E. ROWE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/27/92

DEPT-91
\$12.00
TRAN 1191 97/28/88 15:16:08
#0674 # D * 88-336970
COOK COUNTY RECORDER

I, The undersigned, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lucia Datsy, Adaya, and
Florenca, Faganilla,
personally known to me to be the same persons, whose names are _____
instrument, appeared before me this day in person, and acknowledged that the X 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 23rd _____ day of May, A. D. 1988.

Notary Public