

UNOFFICIAL COPY

TRUST DEED--SECOND MORTGAGE FORM ILLINOIS

83-147199

4786

This Indenture, WITNESSETH, That the Grantor *Catalina Salinas and Juan F. Salinas*

of the *City* of *Chicago* County of *Cook* and State of *Illinois* for and in consideration of the sum of *Four Thousand Eight Hundred Sixty Nine and 60/100* 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 3 in Block 2 in Subdivision of Lots 1,2, 4,5,6,7,8,9,10,11,12,13,24,15,16, in H.M. Falsenthals Addition to Avondale in Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.*

*P.R.E.I. #15-24-306-003*  
Property Address: *3532 N. Elston, Chicago*

83-147199

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 *Catalina Salinas and Juan F. Salinas*

justly indebted upon *one* real estate allment contract bearing even date herewith, providing for *60* installments of principal and interest in the amount of \$ *81.16* each until paid in full, payable to *Paul Construction Co. Inc. and Assigned to Pioneer Bank & Trust Comapny*

THE GRANTOR covenants 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. Within sixty days after destruction or damage by rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; 4. That waste to 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 grantee herein, who is hereby authorized to place such 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 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 incumbrances, and the interest thereon, at the time or 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 incumbrances or the interest thereon, when due, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or pay all prior 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 unpaid 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 complainant in connection with the hereof, said, heretofore, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing the foreclosing fact, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, 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, her and grantor, her heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 grantee, 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 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 grantors, this *8th* day of *July*, A. D. 19 *89*

*Catalina Salinas* (SEAL)  
*Juan F. Salinas* (SEAL)

Buyer

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Book No. \_\_\_\_\_

SECOND MORTGAGE

Trust Dyer

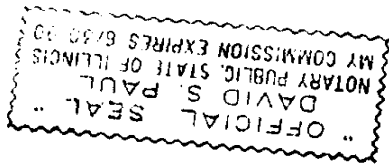
TO  
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

68141568



I, The undersigned \_\_\_\_\_  
Notary Public for said County, in the State aforesaid, do hereby certify that Catalina Salinas, and Juan F. Salinas  
personally known to me to be the same persons whose name S. \_\_\_\_\_  
are \_\_\_\_\_ subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument  
to the Clerk and voluntary, for the uses and purposes therein set forth, including the release and waiver of the right of homestead  
shown under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

State of Illinois }  
County of Cook }