

UNOFFICIAL COPY

8947366

32-47807

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Arturo Caballero and Guadalupe Caballero his wife

of the City of Melrose Park County of Cook and State of Illinois for and in consideration of the sum of Two Thousand Eight Hundred Thirty and 20/100 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 Melrose Park County of Cook and State of Illinois, to-wit: All of Lot 2 (except the South 22.4 feet thereof) and all of Lot 1 in Block 61 in Melrose being a Subdivision of Lots 3, 4 and 5 in the Subdivision of the South 1/2 of Section 3 and all of Section 10 lying North of Chicago and Northwestern Railroad in Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #15-05-124-001 Property Address 119 N. 15th Ave. Melrose Park

89444 TRUST DEED... #15-05-124-001 #15-05-124-001

8947366

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

WITNESSETH, The Grantors Arturo Caballero and Guadalupe Caballero, his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 12 installments of principal and interest in the amount of \$ 235.85 each until paid in full, payable to Crosstown Style Construction Co. and assigned to Pioneer Bank & Trust Company

8947366

The grantors 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 to demand to exhibit receipts therefor; 3. 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 no use in said premises shall not be committed or suffered; 5. To keep all buildings now or at any time on said premises in repair; 6. In compliance to be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage instrument, with loss clause attached payable first to the Trustee or Mortgagee and second, in 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; 7. 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 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 tax lien or lien affecting said premises, pay all prior encumbrances and the interest thereon from time to time, and all moneys 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. 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 abovesaid 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 to time, 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 in express terms. In the event of a breach of any of the abovesaid 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 to time, 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 in express terms.

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 fails 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 abovesaid covenants and agreements are performed the grantor or his successor in trust shall release said premises to the party entitled to receiving his reasonable charges.

Witness the hand and seal of the grantor this 29th day of April A D 1899.

Arturo Caballero (SEAL) Guadalupe Caballero (SEAL)

Box 22

Handwritten initials

UNOFFICIAL COPY

Not No.

SECOND MORTGAGE

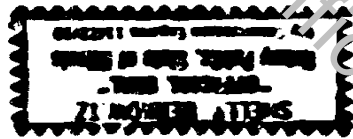
Trust Deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office



Notary Public in and for the State of Illinois
April 12, 1989

Shelly Beckwith
Notary Public

29cb

I, The undersigned
a Notary Public in and for the State of Illinois, do hereby certify that Arturo Caballero and Guadalupe
Caballero, his wife
personally known to me to be the same person(s) whose name
and name appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument
to the State and counties are for the use and purpose therein set forth, including the release and waiver of the right of homestead
subscribed to the foregoing
ATTEST

9.9882168

State of Illinois
County of Cook

56