

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

89255216

33

This Indenture, WITNESSETH, That the Grantor Ruben Fonseca and Maria Fonseca, his wife

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

for and in consideration of the sum of Seventeen Thousand Six Hundred Forty Six and 00/100 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 44 in Subdivision of the East 1/2 of Block 32 in Canal Trustee's Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

P. R. E. T. #17-31-417-005 Property Address: 3711 S. Winchester

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.

WITNEAS, The Grantor's Ruben Fonseca and Maria Fonseca, his wife justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 294.10 each until paid in full, payable to Liberty Roofing and General Construction Co., Inc. and assigned to Pioneer Bank and Trust Company.

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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) 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 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.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances 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 title affecting said premises, or pay all prior incumbrances 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.

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 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 foreclosure hereof—including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee 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 lien upon said premises, shall be fixed as costs and included, 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 for said grantor, executor for the heirs, or executor 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 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 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 2nd day of May A. D. 19 89

X Ruben Fonseca (SEAL) X Maria Fonseca (SEAL) (SEAL) (SEAL)

Box 22

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust deed

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

100/1

Property of Cook County Clerk's Office

DEPT-01 RECORDING 112.00
1:2222 TRAM 0037 06/08/88 13:00:00
#0088 : B * -89-255214
COOK COUNTY RECORDER

89255214

OFFICIAL SEAL
JANINA ADAMCZYK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 29, 1992

91255268

I, *JANINA ADAMCZYK*
a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Ruben, Fonseca, and Marta, Fonseca*
his wife
personally known to me to be the same person *R*, whose names *are* subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that *she* X, signed, sealed and delivered the said instrument
as *her* 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 *2nd* day of *May*, A. D. 1989.
Notary Public

State of Illinois }
County of Cook }
55.