

## UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM ILLINOIS

90066673

32-48870 CK

This Indenture, WITNESSETH, That the Grantor, Liberty M. Iturralde, single

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Five Thousand Nine hundred Twenty-eight & 60/100ths---- 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 hereinabove 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 45 in Block 7 in the Subdivision of Blocks 4 to 9 in E. Simon's Subdivision of the Southeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. 13-35-406-030

PROPERTY ADDRESS: 1830 N. Drake Chicago

DEPT-01 RECORDING

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CDK/COUNTY RECORDER

Herby 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, Liberty M. Iturralde, single,

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 98.81 each until paid in full, payable to

Side-All America, Inc. and assigned to Pioneer Bank &amp; Trust Company.

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The Grantor, covenant, and agree, as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of January 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, and if said premises be destroyed or damaged; (4) that when to said premises shall be added or attached thereto, or for the erection of any building, new or at any time existing, on or adjacent to the same, who or whom hereinafter 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 Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor or Trustee, until the indebtedness is fully paid; (5) 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 to so insure, or pay taxes or assessments, or the prior incumbrance 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 money so paid, the grantor, agrees, to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be no much additional indebtedness accrued 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.

If it appears by the grantor, that all expenses and disbursements paid in his behalf in connection with the foreclosed or repossessed property, including reasonable collectors fees, outlays for documentary evidence, stenographic expenses, or expenses of preparing or compiling a bill of sale, or any other expenses of any kind of said indebtedness, as well as all other expenses, shall also be paid by the grantor. All such expenses and disbursements, accumulated by any suit or proceeding, where the grantor, may be held liable 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 thereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives, all right to the possession of, and income from, said premises, during such foreclosure proceedings, we 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 having 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, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. 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 27<sup>th</sup> day of December, 1989

Liberty M. Iturralde (SEAL)

(SEAL)

(SEAL)

(SEAL)

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# UNOFFICIAL COPY

SECOND MORTGAGE

Trust Deed

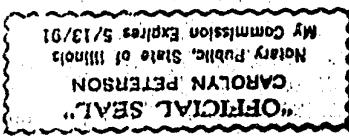
Box No. ....

TO

R. D. McGLYNN, Trustee.....

THIS INSTRUMENT WAS PREPARED BY:

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



day of December ..... A.D. 19 89  
Subscribed under my hand and Notarized Sealed, this 27th

personally known to me to be the same person, whose name is .....

I, Carolyn Peterson, Notary Public, State of Illinois, certify that I have read the foregoing

County of Cook  
State of Illinois  
} 55.

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