

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE

332-49019
30114823

This Indenture,

WITNESSETH That the Grantor

Joel Jimenez and Julia M. Jimenez

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Fourteen Thousand Five Hundred Twenty and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to R.H. 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 everything 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 and the West 1/2 of Lot 4 in Block 3 in McAuley and Elliott's Subdivision
of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township
40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,
P.R.E.I. #13-33-206-002

Property Address: 4851 W. Medill, Chicago

DEPT-01 RECORDING \$13.00
T#4444 IRAN 3569 03/14/90 14:22:00
#911E # D * 90-114823
COOK COUNTY RECORDER

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.

Witness, The Grantors: Joel Jimenez and Julia M. Jimenez

partly indebted upon one retail installment contract bearing even date herewith, providing for 120
installments of principal and interest in the amount of \$ 121.00 each until paid in full payable to
Side-All America, Inc. and assigned to Pioneer Bank & Trust Company

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 on demand to exhibit receipts therefor within sixty days after destruction or damage to rebuild or restore all buildings, 3. 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 Trustee of Mortgage, and second, to the Trustee herein as these interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, 4. To pay all periodic taxes, 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 such taxes or assessments, or the principal or 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 sell all prior mortgage notes, and the interest thereon from time to time, and all money so paid, the grantor agrees, to repay immediately with interest, and the same with interest thereon from the date of payment at seven percent per annum, shall be so much additional indebtedness incurred hereby.
In the Event of a breach of any of the above-mentioned covenants or agreements, the whole of said indebtedness, including principal and all unpaid interest shall, at the option of the Trustholder thereof, be paid out of or from the same as if all of said indebtedness had then matured by express terms.
It is Agreed by the grantors that all expenses and disbursements payable or due on behalf of completion in connection with the foregoing, including reasonable attorneys' fees, for the payment or discharge of any taxes or assessments, and of procuring or executing abstract showing the whole title of said premises, including foreclosure decrees, or such other legal proceedings, and the like expenses and disbursements, incurred by any suit or proceeding wherein the grantors, or any holder of any part of said indebtedness, or such other party, shall be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid for all costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decrees of sale shall have been entered or not, shall not be dismissed, not a release hereof given, until all such expenses and disbursements, and the cost of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, and 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

In Witness Whereof, the Grantors have hereunto set their hands and seals, at Chicago, Cook County of the State of Illinois, this 13th day of January, A. D. 1990.
Joan J. Behrendt (SEAL)
Joel Jimenez (SEAL)
Julia M. Jimenez (SEAL)

Witness the hand and seal of the grantor this 13th day of January, A. D. 1990

PCN 77

30114823

1300

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Deed

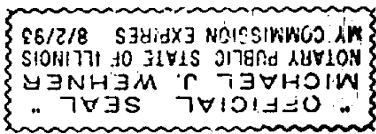
TO

R. D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office



Notary Public

Michael J. Wehner

A. D. 1990

January day of

then under my hand and Notarial Seal, this 13th

personally known to me to be the same person, whose name is _____, appeared before me this day in person, and acknowledged that they 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.

Jimenez

I, the undersigned

Joel Jimenez and Julia M.

State of Illinois }
County of Cook }

288,1106