

This Indenture WITNESSETH that the Grantors Cipriano Alonzo and Irma J. Alonzo

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Six Thousand Nine Hundred Eighty and 40/100 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 25 in Albert Wisner's Subdivision of the South 1/2 of Block 5 in Hambleton's Subdivision of the East 1/2 of the North West 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, P.R.E.I.# 13-35-122-021 Property Address: 3646 W. Dickens, Chicago

Property of Cook County 91546085

DEPT-01 RECORDING 137 T54444 TRAN 5408 10/18/91 10:24:00 91546085 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.

WHEREAS, The Grantors Cipriano Alonzo and Irma J. Alonzo

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 116.34 each until paid in full, payable to Atlas Builders (A Division of Harvey Lumber Co.) and assigned to Pioneer Bank and Trust Co.

91546085

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, at 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 they 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 acceptable to the holder of the first mortgage indebtedness, with loss clause 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) to insure, or pay taxes or assessments, or discharge or purchase any tax lien on the aforesaid 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 shall 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 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. 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 printing or copying abstracts showing the whole title of said premises or tracing foreclosure decrees, shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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, which shall be assessed, and included hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, said grantor, and for the heirs, executors, 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, 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 10th day of July A. D. 19 91

Cipriano Alonzo (SEAL) Irma J. Alonzo (SEAL) (SEAL) (SEAL)

13- BX 22

UNOFFICIAL COPY

Box No. ....

SECOND MORTGAGE

Trust Deed

TO

R. D. MCGILYAN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

Property of Cook County Clerk's Office

91546085

I, The Undersigned

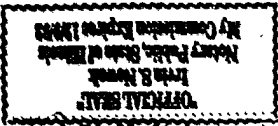
Notary Public in and for said County, in the State aforesaid. Do hereby certify that Cipriano, Alonzo, and Irma, J. Alonzo

personally known to me to be the same person whose name is subscribed to the foregoing

instrument, 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.

Witness under my hand and Notarial Seal, this 10th

day of July, A. D. 19 91



Notary Public

State of Illinois }  
County of Cook }  
55.