

UNOFFICIAL COPY

B8457802 SK

92935214

This Indenture, WITNESSETH, That the Grantor, Vivencio E. Corrales and Fa. M. Corrales, his wife,

of the city of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Fifteen Thousand Four Hundred Ninety-Three and 80/100-- Dollars in hand paid, CONVEY AND WARRANT to R.D. MoGLYNN, 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 7 in Block 1 in Harriet Farlin's Subdivision of the West 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Property Address: 2742 N. Fairfield Ave., Chicago. P.R.B.I. # L2-25-400-024

DEPT-01 RECORDING

T43383 TRAN 9089 12/11/92 11112100
\$3517.65 - 92-92827
COOK 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.

Witness, The Grantor's Vivencio E. Corrales and Fa. M. Corrales, his wife, justly indebted upon one retail installment contract bearing date herewith, providing for 60 installments of principal and interest in the amount of \$ 258.23 each until paid in full, payable to Belmont Builders, Inc. and assigned to Pioneer Bank and Trust Company.

DEPT-01 RECORDING

T45555 TRAN 3968 12/11/92 12128100
\$1338 + 92-92827
COOK COUNTY RECORDER

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 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in company or 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 such clause attached thereto, to the First Trustees of Mortgages, and, second, to the holder of the second mortgage, if there be any, who shall remain the sole Mortgagors on the said Mortgaged Real Estate until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) in case of failure to make, or pay taxes or assessments, or the prior encumbrances or the 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 pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same will be interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured thereby.

In case 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 matured by express terms.

In Addition to the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosures - including reasonable attorney fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premise, entering 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 debt upon said premises, shall be added to 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 determined, nor a release given, until all the expenses and disbursements, arising out of and including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of the grantor, shall have all right to the possession of said premises, during the pendency of 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, and 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 case of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then David J. Patterson, of said County is hereby appointed to be first successor in this trust, and it is for his cause said first successor fail or refuse to act, then the holder of the title is hereby empowered to appoint a new successor in trust through a resolution of the court. 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 a reasonable charge.

Witness the hand and seal of the grantors this 7th day of November A.D. 1992.

Vivencio E. Corrales (SEAL)
Fa. M. Corrales (SEAL)

(SEAL)

(SEAL)

(SEAL)

23 87

Box 22

UNOFFICIAL COPY

SECOND MORTGAGE

Bar No. 23

Trust Red

—

K.D. McCLELLAN, THUSTEE

THE JOURNAL OF CLIMATE

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

100

۱۷