

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantors, ELAM HARRIS AND GLADYS M. HARRIS, HIS WIFE 86244675

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of \$3,213.⁰⁰ (THREE THOUSAND TWO HUNDRED THIRTEEN AND 00/100 - Dollars)

in hand paid, CONVEY AND WARRANT to NEW LINCOLN HOME IMPROVEMENT Co.
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 12 IN BLOCK 8 IN MILLS AND SONS NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: PT # 13-33-313-032
1724 N. LOTUS - CHICAGO, ILLINOIS 60639

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, ELAM HARRIS AND GLADYS M. HARRIS, HIS WIFE
justly indebted upon THEIR principal promissory note bearing even date herewith, payable
IN 36 (THIRTY-SIX) EQUAL CONSECUTIVE MONTHLY PAYMENTS OF \$89.³⁵ (EIGHTY-NINE AND 35/100 DOLLARS) EACH, BEGINNING JULY 25, 1986.

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 order and to reimburse therefor within sixty days after destruction or damage to rebuild or repairs, including improvements on said premises that may have been destroyed or damaged. 3. That waste on said premises shall not be committed or suffered. 4. To keep all buildings, etc. on any time on said premises insured in compliance with the requirements of the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with policies attached payable to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, such policies shall be left in force in with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all past due 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 taxes or assessments, or the prior incumbrances of the interest therein, the grantee or trustee 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 grantors 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 as much additional indebtedness as provided hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements to the whole of said indebtedness, including principal and interest, shall at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date 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 grantors that all expenses and disbursements paid or incurred in behalf of a claimant in connection with the foreclosure hereof, including reasonable solicitor's fees, costs and incidental expenses, attorney's fees and charges, cost of preparing or completing the deed, and the whole title of said premises embracing foreclosure decree shall be paid by the grantors, and the same expenses and disbursements, occasioned by the foreclosure hereof, wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and charges, and shall be paid by the grantors. All such expenses and disbursements, which proceeding, whether decree of sale shall have been entered or not, shall be paid by the grantors hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors, for said grantors, and for the heirs, executors, administrators and assigns of said grantors, 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 grantors, or to any party claiming under said grantors, appoint a receiver 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 LAWRENCE W. KORRUB of said County is hereby appointed to be the 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 have performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the grantors, this 23RD day of MAY, A. D. 1986

Elam Harris (SEAL)
Gladys M. Harris (SEAL)

(SEAL)
(SEAL)

PERMANENT INDEX NUMBER V 368-13-33-313-032

THIS DOCUMENT PREPARED BY: RAYMOND A. KORRUB - 5865 N. LINCOLN AVE. - CHICAGO, ILLINOIS 60659

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Box No. _____

SECOND MORTGAGE

Trust Deed

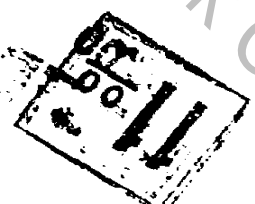
ELAM HARRIS AND

GLADYS M. HARRIS, HIS WIFE
TO

NEW LINCOLN HOME IMPROVEMENT CO.
5865 N. Lincoln Ave.
Chicago, Illinois 60659

01941698

Property of Cook County Clerk's Office



DEPT-01 RECORDING \$11.00
#4942 # A * 86-244675
1#333 TRAN 4288 5/16/86 16:25:00

I, HELENE S. KORUB
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ELAM HARRIS AND GLADYS M. HARRIS, HIS WIFE
personally known to me to be the same persons whose names
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.
Given under my hand and Notarial Seal, this 23rd day of MAY,
A. D. 1986
Helene S. Korub
Notary Public

State of ILLINOIS
County of COOK