

UNOFFICIAL COPY

87676879

This Indenture, WITNESSETH, That the Grantors C. Z. HICKS AND CASSIE HICKS, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of \$25,761.62 (Twenty Five Thousand Seven Hundred Sixty One and 62/100 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:
LOTS 361 AND 362 IN ALLERTON'S ENGLEWOOD ADDITION IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS:
2016 W. 69TH STREET - CHICAGO, ILLINOIS 60636

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 C. Z. HICKS AND CASSIE HICKS, HIS WIFE justly indebted upon THEIR principal promissory note bearing even date herewith, payable in 60 (SIXTY) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$429.36 (FOUR HUNDRED TWENTY NINE AND 36/100 DOLLARS) EACH, BEGINNING JANUARY 15, 1988.

THE GRANTORS, covenants 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 the said payments; (2) to pay taxes on the first day of June in each year; (3) to pay assessments against said premises, and on demand to accept receipts therefor; (4) within sixty days after destruction or damage to real or personal improvements on said premises that may have been destroyed or damaged; (5) that waste to said premises shall not be committed or suffered; (6) to keep all buildings now or at any time on said premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and accept, to the Trustee herein, as their interests may appear, such policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) to pay all other taxes, assessments 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 principal or interest thereon, as herein provided, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the principal or interest thereon, as herein provided, and the grantor shall pay all such expenses 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 deemed to be a part of the indebtedness hereunder.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including the principal and accrued 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 a bill of sale had been executed and by express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of the grantee in connection with the foreclosure hereof, including taxes, the solicitor's fees, outlays for documentary evidence, attorney's fees or charges, costs of printing or executing notices, and the whole title of said premises embracing foreclosure decree shall be paid by the grantors; and the same expenses and disbursements, or any part or parts thereof, wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be deemed to be a release hereof, 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 Indenture, the court in which such bill is filed, may at once and without notice to the said grantors, or any party coming under said grantors, 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 DAVID M. STEIN of said County is hereby appointed to be first successor in this trust; and if for any cause said first successor fail or refuse to act, the person who shall then be the acting Receiver of the said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand and seal of the grantors this 10TH day of OCTOBER, A. D. 19 87

C. Z. Hicks (SEAL)
Cassie Hicks (SEAL)

PERMANENT INDEX NUMBER V 428-20-19-320-050 FAO ALL

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

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Deed

O.Z. HICKS AND

CASSIE HICKS, HIS WIFE
TO

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

87676879

Property of Cook County Clerk's Office

W. J. P. Carr



DEPT-01 RECORDING 512.00
T#2222 TRAN 7259 12/28/87 15:24:00
#4375 # B * 87-676879
COOK COUNTY RECORDER

State of Illinois }
County of Cook } ss.

I, HELENE S. KARLUB

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

O.Z. HICKS AND CASSIE HICKS, 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

10TH

set forth, including the release and waiver of the right of homestead.

them under my hand and Notarial Seal, this

day of October, A. D. 1987

Helene S. Karlub

Notary Public