

UNOFFICIAL COPY 88459723

This Indenture, WITNESSETH, That the Grantors CARLOS REYES AND MARCELA REYES, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$5235.34 (FIVE THOUSAND TWO HUNDRED THIRTY FIVE AND 34/100 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 1 IN SIDNEY MANDL'S RESUBDIVISION OF LOTS 19 TO 24 IN SAM BROWN JR.'S PENNOCK SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2213 N. KOSTNER - CHICAGO, ILLINOIS 60639

Heroby 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 CARLOS REYES AND MARCELA REYES, HIS WIFE

justly indebted upon THEIR principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$145.44 (ONE HUNDRED FORTY FIVE AND 44/100 DOLLARS) EACH, BEGINNING JANUARY 24, 1989

88459723

THE GRANTOR S. 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; (3) within sixty days after destruction or damage to rebuilding or improvements on said premises, if any have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to secure 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 policies attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, such policies shall be kept 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) IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances 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 file all owing said premises, or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor S. 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 so much additional indebtedness as is provided hereby; (8) IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned 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; (9) IN ADDITION to the grantor S. that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, and also for the amount of any other costs, charges or expenses of proceeding or completing a foreclosure, and the whole title of said premises embracing foreclosure hereof, shall be paid by the grantor S.; and the expenses and disbursements, including principal and all earned interest, and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in the proceeds that may be realized in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be subject to a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid; The grantor S. for said grantor S. and for the heirs, executors, administrators and assigns of said grantor S., 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 S., or to any party claiming under said grantor S., 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 LAWRENCE W. KORRUB 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, 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 are 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 grantor S. this 21st day of MAY A. D. 19 88

✓ Carlos Reyes (SEAL)
✓ Marcela Reyes (SEAL)

PERMANENT INDEX NUMBER V 370-13-34-209-016

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

UNOFFICIAL COPY

Box No. \_\_\_\_\_  
SECOND MORTGAGE

# Trust Deed

CARLOS REYES AND

MARCELA REYES, HIS WIFE  
TO

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

12.00

Property of Cook County Clerk's Office  
88459723

DEPT-01 RECORDING \$12.00  
142222 TRAN 0872 10/05/88 16:45:00  
48668 # B \*-88-459723  
COOK COUNTY RECORDER

State of Illinois }  
County of Cook } ss.  
I, Nancy A Koruv  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
CARLOS REYES AND MARCELA REYES, 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 21<sup>ST</sup>  
day of MAY, A. D. 1988  
Nancy A. Koruv  
Notary Public