

UNOFFICIAL COPY 89-189765

This Indenture, WITNESSETH, That the Grantor PABLO ROSARIO

of the CITY of CHICAGO, County of COOK and State of ILLINOIS
for and in consideration of the sum of \$3827.¹⁴ (THREE THOUSAND EIGHT HUNDRED TWENTY SEVEN AND ¹⁴/₁₀₀ DOLLAR)

In hand paid, CONVEY^S AND WARRANT^E 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 34 IN BLOCK 2 IN INGHAM'S SUBDIVISION OF THE SOUTHEAST 5 ACRES OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 BEING SOUTHWEST OF PLANK ROAD IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

COMMONLY KNOWN AS:
3008 W FULLERTON - CHICAGO, ILLINOIS 60647

Hereby releasing and waiving all rights 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 Grantor PABLO ROSARIO

justly indebted upon HIS principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$106.³¹ (ONE HUNDRED SIX AND ³¹/₁₀₀) DOLLARS EACH, BEGINNING MARCH 15, 1990.

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THIS GRANTOR... covenants... and agrees... 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 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 new 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 loss clause attached payable first, to the first Trustee or Mortgagee, and second to the Trustee herein as to the interest thereon, which policies shall be let 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.

IN THE EVENT of failure so 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 other taxing said premises or pay all prior incumbrances 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 so much additional indebtedness of the grantor hereby.

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 on the option of the grantee hereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight 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 the terms hereof.

It is expressly agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof of the first mortgage indebtedness, including attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract covering the whole title of said premises, including the cost of recording the same, shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding to enforce the same, shall be payable by 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, shall be taxed as cost and included in any decree that may be rendered in such foreclosure proceedings, which possession, or other decree of sale shall have been entered or not, shall not be relinquished, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for 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... 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 hand and seal of the grantor... Pablo Rosario Day of SEPTEMBER, A. D. 19 89

(SEAL)
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(SEAL)

PERMANENT INDEX NUMBER V 529-13-25-320-074

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

UNOFFICIAL COPY

Box No. _____

SECOND MORTGAGE

Trust Deed

Pablo Rosario

TO

NEW LINCOLN HOME IMPROVEMENT CO.
5965 N. Lincoln Ave.
Chicago, Illinois 60659

89489765

Property of Cook County Clerk's Office
W. J. Carl

DEPT-01
\$12.00
14111 TRAM, 6321 10/16/89 16:54:00
47711 (6) *1-89-489765
COOK COUNTY RECORDER

"OFFICIAL SEAL"
HELENE S. KORUB
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-27-93

89489765

Notary Public

Hele S. Korub

A. D. 1989

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 he signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
He then under my hand and Notarial Seal, this 2nd day of SEPTEMBER, 1989

Pablo Rosario

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

HELENE S. KORUB

State of ILLINOIS }
County of COOK } ss.