

UNOFFICIAL COPY

89347770

This Indenture, WITNESSETH, That the Grantor ALBERTO TRUTILLA

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$5349.24 (Five Thousand Three Hundred Forty Nine and 24/100 Dollars) in hand paid, CONVEYS AND WARRANTS 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 35 AND THE SOUTH 1/2 OF LOT 36 IN MEYER AND SMITH'S SUBDIVISION, OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2825 N. TROY - CHICAGO, ILLINOIS 60618

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor ALBERTO TRUTILLA

justly indebted upon HIS principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) CONSECUTIVE MONTHLY INSTALLMENTS OF \$148.59 (ONE HUNDRED FORTY EIGHT AND 59/100 DOLLARS) EACH, BEGINNING NOVEMBER 15, 1989.

COOK COUNTY RECORDER

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, on 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 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 if their interests only appear, which policies shall be lost 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, non-compliance with any of the above conditions 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 money so paid, the grantor... agrees to, to repay same to the holder without demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be no such additional indebtedness incurred 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, 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.

IT IS AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foreclosure hereof, including reasonable collector's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstracts showing the whole title of said premises embracing foreclosure docket, shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 lien upon said premises, shall be taxed as 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 dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector'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 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, or receiving his reasonable charges.

Witness the hand... and seal... of the grantor this 23rd day of MAY, A. D. 1989

Alberto Trutilla (SEAL)

PERMANENT INDEX NUMBER V 528-13-25-130-012

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

UNOFFICIAL COPY

Box No. _____

SECOND MORTGAGE

Trust Deed

ALBERTO TRUJILLO

TO:

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

[Faint, mostly illegible text, likely the body of the trust deed]

[Large handwritten signature: Alberto Trujillo]
89347770

RECORDED IN BOOK 11787 PAGE 11787

RECORDED IN BOOK 11787 PAGE 11787

DEPT-01
140000 TRAN 1470 07/28/89 12:43:00
43836 S K-89-347770
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

State of Illinois }
County of Cook }
I, HELENE S. KARRUBA
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ALBERTO TRUJILLO
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.
When under my hand and Notarial Seal, this
MAY 15 A. D. 19 89
Notary Public.
Heleene S. Karruba