

UNOFFICIAL COPY 90186117

This Indenture, WITNESSETH, that the Grantor ANTONIO JIMENEZ

of the CITY of CHICAGO County of COOK and State of ILLINOIS
 for and in consideration of the sum of \$6764.04 (SIX THOUSAND SEVEN HUNDRED SIXTY FOUR AND 04/100 — 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 ap-
 paratus 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 32 IN BLOCK 2 IN GROSS AND MOORE'S SUBDIVISION
 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36,
 TOWNSHIP 39 NORTH, RANGE 13, SURVEYOR SAYS: LOTS
 1, 2, AND 3 OF CIRCUIT COURT PARTITION OF THE EAST 1/2
 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH,
 RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN
 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

2838 W. 36TH STREET - CHICAGO, ILLINOIS 60622

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 Grantor ANTONIO JIMENEZ

justly indebted upon HIS principal promissory note bearing even date herewith, payable
 IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS, AT
 \$187.89 (ONE HUNDRED EIGHTY SEVEN AND 89/100 DOLLARS) EACH,
 BEGINNING OCTOBER 15, 1970

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THE GRANTOR, covenants, S., and agrees, S., 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, until may have been destroyed or damaged; (3) that waste to said premises shall not be committed or suffered; (4) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, which is hereby authorized to place such insurance in companies acceptable to the holder of this first mortgage indebtedness, with loss clause attached hereto, to the first Trustees or Mortgagors, and, second, to the Trustee herein as the interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all prior, incumbrances, and the interest thereon, from time when the same shall become due and payable.

The holder of failure to observe, to pay taxes or assessments, or the incumbrances or the interest thereon, when due, the grantee or the holder of a prior incumbrance and the interest thereon from time to time, and all money to pay, the grantor, agrees, S., to pay same, minimis, 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, to be held in trust.

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.

In consideration of the grantor, S., that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable collector's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing above, showing the whole of said premises embarking foreclosure decree, shall be paid by the grantor, S., and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor, S.. 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, notwithstanding whether decree of sale shall have been entered or not, shall not be discharged, nor a release thereof given, until all such expenses and disbursements, had the parts of cost, 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., waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees, S., that the holder of the aforesaid mortgage, or 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 rent.

In the event of the death, removal or absence from said premises, or of his refusal or failure to act, then
Cook
 INSURANCE WITH KORRUB, S., of said County is hereby appointed to be first successor to this trust; and if, for
 any like cause said first successor fail or refuse to act, the person who shall then be the acting Receiver 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, S., of the grantor, S., this 7th day of MARCH, A. D. 1970

Antonio Jimenez (SEAL)

(SEAL)

(SEAL)

(SEAL)

13.00

Bar No. _____

SECOND MORTGAGE

Trust Deed

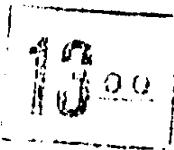
ANTONIO JIMENEZ

to

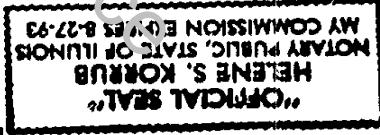
NEW LINCOLN HOME IMPROVEMENT CO.
5855 N. Lincoln Ave.
Chicago, Illinois 60659

W.M. KORRUB

RECORDED
DEPT-01 RECORDING
49237 # 4 - 90 - 186117
TREC22 TMIN 3747 04/24/90 13:51:00
\$13.00



50186117



Notary Public

Helen S. Korrub

day of March, A.D. 1990

7th

Year

drawn under my hand and Notarial Seal, this
day of March, A.D. 1990

set forth, including the release and waiver of the right of homestead,
delivered the said instrument as a free and voluntary act, for the uses and purposes the
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and
personally known to me to be the same person whose name is _____ subscribed to the foregoing
instrument, and voluntarily acknowledged that he signed, sealed and delivered the same.

ANTONIO JIMENEZ

I, HELEN S. KORRUB

State of Illinois
County of Cook
} ss.

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