

92593307

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor ADALID REYES

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of \$5378.04 (FIVE THOUSAND THREE HUNDRED SEVENTY EIGHT 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 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:

THE SOUTH 1/2 OF LOT 45 AND THE NORTH 22 FEET OF LOT 44 IN BLOCK 10 IN MASON'S SUBDIVISION (EXCEPT THE RAILROAD) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 (A RESUBDIVISION OF BLOCKS 1 TO 3, 6 TO 9, 13 TO 16, AND 22 TO 26 IN COMMISSIONER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 (EXCEPT THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 THEREOF), LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS:

3748 N. CENTRAL PARK - CHICAGO, ILLINOIS 60618

Hereby releasing and waiving all rights in or 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 ADALID REYES

justly indebted upon HER principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$149.39 (ONE HUNDRED FORTY NINE AND 39/100 DOLLARS) EACH BEGINNING JANUARY 25, 1993.

PERMANENT INDEX NUMBER V351-13-23-123-020

THIS DOCUMENT PREPARED BY: RAYMOND A. KORRUB - 5865 N. LINCOLN AVE. - CHICAGO, ILLINOIS 60659 92593307

THE 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 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, secondly, to the Trustee herein as their interests may appear, which 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.

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 title reflecting 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 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 complainant in connection with the foreclosure hereof of said premises, including foreclosure decrees, documentary evidence, stenographer's charges, cost of procuring or completing absence, allowing the whole title and... shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding 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, 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, including costs of procuring and disbursements, and attorney's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of a bill in the Court of Cook County, Illinois, in the Trust Deed... the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claimant 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, on receiving his reasonable charges.

Witness the hand and seal... of the grantor this 13TH day of JULY A. D. 19 92

Adalid Reyes (SEAL)

(SEAL)

(SEAL)

(SEAL)

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UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Deed

ABALID REYES

TO

NEW LINCOLN HOME IMPROVEMENT CO.
5865 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

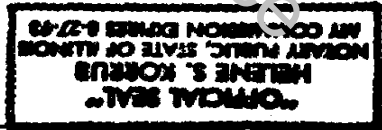
Property of Cook County Clerk's Office

W. J. ...

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DEPT-01 RECORDING \$23.00
121111 TRAN 3924 08/11/92 11:37:00
47647 4 * -92-593307
COOK COUNTY RECORDER



Helene S. Korrug
Notary Public

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 the signed, sealed and delivered the said instrument as *HER*, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

ABALID REYES
A Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of Illinois }
County of Cook }