

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantors: FRANCISCO RIOS AND GENOVEVA RIOS, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$5342.00 (FIVE THOUSAND THREE HUNDRED FORTY TWO AND 00/100 - 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 38 IN BLOCK 3 IN WETHERSPEE AND GREGORY'S SUBDIVISION OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE EAST 100 FEET OF SAID TRACT), LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3726 N. THOMAS - 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 Grantors, FRANCISCO RIOS AND GENOVEVA RIOS, HIS WIFE, justly indebted upon THEIR principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$148.39 (ONE HUNDRED FORTY EIGHT AND 39/100 DOLLARS) EACH, BEGINNING NOVEMBER 15, 1995.

92667786

THE GRANTOR(S) 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 bear all buildings now or at any time on said premises insured in companies to be selected by the grantee hereto, 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 their interests may appear, which policies shall be lott 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 other existing 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 by 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 the date of such breach, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness had then matured by express terms.

It is Agreed by 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, outlays for documentary evidence, stenographer's charges, cost of procuring and completing abstracts showing the whole title of said premises embracing 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 any 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 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 solicitor'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, 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(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 grantors this 15th day of AUGUST, A. D. 1992

Francisco Rios (SEAL) Genoveva Rios (SEAL)

PERMANENT INDEX NUMBER V 536-16-01-404-035

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

23

UNOFFICIAL COPY

Doc No. \_\_\_\_\_

SECOND MORTGAGE

# Trust Deed

FRANCISCO RIOS AND

GENOVEVA RIOS, HIS WIFE  
TO

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

98219926

Property of Cook County Clerk's Office

DEPT-01 RECORDING 433.00  
149555 TRAM 497 09/09/92 12108100  
\*\*\*\*\* E \* -92-67786  
COOK COUNTY RECORDER

"OFFICIAL SEAL"  
GARY STUART KORUB  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6-3-93

*Gary Stuart Korub*  
Notary Public

A. D. 1972

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

157

FRANCISCO RIOS AND GENOVEVA RIOS, HIS WIFE

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

GARY STUART KORUB

State of ILLINOIS  
County of COOK