

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor RALPH SIERRA

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of 2245.72 (TWO THOUSAND TWO HUNDRED FORTY FIVE AND 72/100 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 appertenant 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 39 IN BLOCK 5 IN ANDREW J. GRAHAM'S SUBDIVISION OF BLOCKS 5 AND 8 IN SNYDER AND LEE'S SUBDIVISION 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:
4423 W. THOMAS - CHICAGO, ILLINOIS 60651

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, RALPH SIERRA

justly indebted upon HIS principal promissory note—bearing even date herewith, payable IN 24 (TWENTY FOUR) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$93.58 (NINETY THREE AND 58/100 DOLLARS) EACH, BEGINNING APRIL 2, 1994.

92692947

THE GRANTOR, covenants, conditions and agrees, as follows: (1) To pay said indebtedness, and the taxes and assessments, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay, on 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 carry 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 claims attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left 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 file of setting 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 bonded strictly 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 is hereby

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 as has 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, including reasonable attorney's fees, conveyer's fees, documentary evidence, stenographer's charges, cost of procuring or completing abstract covering the whole title of said premises embracing foreclosure decree, shall be paid by the grantor; 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. 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; WHERE proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bid to foreclose this Trust Deed, the court in which such bid is filed, may at once and without notice to the said grantor, or to any party suing under said grantor, appoint a receiver 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 grantor, 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 grantor 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 29TH day of AUGUST, A. D. 1992

Ralph J Sierra (SEAL)
(SEAL)
(SEAL)
(SEAL)

92692945

23.00 WC

PERMANENT INDEX NUMBER 541-16-03-307-013

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

UNOFFICIAL COPY

Box No. _____

SECOND MORTGAGE

Trust Deed

RALPH SIERRA

TO

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

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.00
T#3333 TRAM 4403 09/18/92 11:18:00
#1336 * -92-692947
COOK COUNTY RECORDER

92692947

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

I, HELENE S. KORRUB
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
RALPH SIERRA
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 29TH
day of AUGUST, A. D. 1992
Heleene S. Korrub
Notary Public

State of ILLINOIS
County of COOK