

UNOFFICIAL COPY

92983808

This Indenture, WITNESSETH, That the Grantors BULMARO MENDOZA AND HILDA MENDOZA, HIS WIFE

92983808

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of 4000.00 (FOUR THOUSAND 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 naming, 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 3 IN BLOCK 4 IN O. ANDERSON'S RE-SUBDIVISION OF LOTS 25 TO 28 INCLUSIVE OF BALL'S SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 125 FEET EAST AND 44 RODS SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, THENCE SOUTH ALONG THE EAST LINE OF HUMBOLDT BOULEVARD TO THE NORTH LINE OF PALMER PLACE BOULEVARD, THENCE EAST ALONG THE NORTH LINE OF PALMER PLACE BOULEVARD 452.5 FEET TO THE SOUTHWEST CORNER OF JOHNSTON'S SUBDIVISION, TO A POINT 44 RODS SOUTH OF THE NORTH LINE OF SAID SECTION 36, THENCE WEST TO THE PLACE OF BEGINNING — BEING KNOWN AS THE WEST 5 ACRES, EXCEPT THE BOULEVARD, OF THE SOUTH 25 ACRES OF THE NORTH 66.33 ACRES OF THE NORTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 3137 W. LYNDALE - CHICAGO, ILLINOIS 60647

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 BULMARO MENDOZA AND HILDA MENDOZA, HIS WIFE justly indebted upon THEIR principal promissory note bearing even date herewith, payable in 8 (EIGHT) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$500.00 (FIVE HUNDRED AND 00/100 DOLLARS) EACH, BEGINNING FEBRUARY 28, 1993.

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THE GRANTOR S 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 repair 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 their interests 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien of title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor S 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 as is 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 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, costs of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees 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 proceeding; 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 hand S and seal S of the grantor S this 14TH day of NOVEMBER, A. D. 1992

Bulmaro Mendoza (SEAL)

Hilda Mendoza (SEAL)

(SEAL)

(SEAL)

PERMANENT INDEX NUMBER V 530-13-36-108-004

THIS DOCUMENT PREPARED BY: RAYMOND A. KORRUB - 5865 N. LINCOLN AVE. - CHICAGO, ILLINOIS 60659 92983808

AB

UNOFFICIAL COPY

Box No. _____

SECOND MORTGAGE

Trust Deed

BULMARO MENDOZA AND

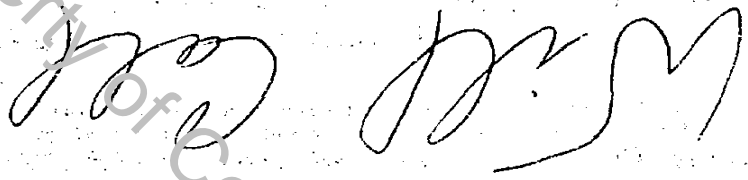
HILBA MENDOZA, HIS WIFE

TO

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

COOK COUNTY RECORDER
#6455 ÷ C # - 92 - 983808
14444 184M 1377 12/30/92 12:26900

DEPT-01 RECORDING \$23.00



COOK COUNTY RECORDER
#6455 ÷ C # - 92 - 983808
14444 184M 1377 12/30/92 12:26900

\$23.00

11/14/92

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

Notary Public
Helene S. Korub

day of NOVEMBER, A. D. 1992

they under my hand and Notarial Seal, this 14TH day of NOVEMBER, 1992, personally known to me to be the same persons, whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

a Notary Public in and for said County, in the State aforesaid, do hereby certify that BULMARO MENDOZA AND HILBA MENDOZA, HIS WIFE

I, HELENE S. KORUB

State of ILLINOIS
County of COOK
ss. _____

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