

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantors JOHN F. HOCKENBERRY AND ANNA C. HOCKENBERRY, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of \$6219.73 (SIX THOUSAND TWO HUNDRED NINETEEN AND 73/100 - 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 48 AND THE NORTH 4 FEET OF LOT 47 IN BLOCK 5 IN THOMAS J. DIVEN'S SUBDIVISION OF BLOCKS 7 TO 11 IN SEYMOUR'S ESTATE, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92192942

COMMONLY KNOWN AS:  
1335 N. SPRINGFIELD - 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 Grantors JOHN F. HOCKENBERRY AND ANNA C. HOCKENBERRY, HIS WIFE justly indebted upon THEIR principal promissory note bearing even date herewith, payable in 36 (THIRTY SIX) EQUAL CONSECUTIVE INSTALMENTS OF \$172.77 (ONE HUNDRED SEVENTY TWO AND 77/100 DOLLARS) EACH, BEGINNING JULY 5, 1992.

DEPT-01 RECORDING  
TRUST TRAN 3363 03/24/92 10:13 AM  
8498 : A \* - 92 - 1929  
COOK COUNTY RECORDER

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The Grantors do covenant and agree as follows: (1) To pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement extending to or of payment; (2) to pay hereon at the first day of June in each year, all taxes and assessments against said premises, and or 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 on 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 to it, in the first Trustee or Mortgagee, and secondly, the Trustee herein as to the interest rate may appear, which interest shall be held in escrow 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 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 an offering said premises and 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 secured 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 both, the same as if all of said indebtedness had then matured by express terms.

In the event the grantor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and legal fees hereon, shall be paid by the grantor(s) and the like expenses and disbursements, occasioned by any suit or proceeding, whether 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 proceedings, whether the debt of said premises 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 a factor'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, 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. KORRUBA of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor shall 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 to receiving his reasonable charges.

Witness the hands and seal of the grantor(s) this 15<sup>TH</sup> day of FEBRUARY, A. D. 1992

John Hockenberry (SEAL)  
Anna C. Hockenberry (SEAL)  
(SEAL)  
(SEAL)

PERMANENT INDEX NUMBER V537-16-02-127-023

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

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Box No. \_\_\_\_\_

SECOND MORTGAGE

# Trust Deed

JOHN E. HECKENBERG AND

ANNA C. HECKENBERG, HIS WIFE  
TO

NEW LINCOLN HOME IMPROVEMENT CO.,  
5855 N. LINCOLN AVENUE  
CHICAGO, ILLINOIS 60659

Property of Cook County Clerk's Office

*WSP*

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

*Heleen S. Korrub*  
Notary Public

When under my hand and Notarial Seal, this  
day of FEBRUARY, A.D. 1992

15TH

set forth, including the release and waiver of the right of homestead.

delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein

instrument, appeared before me this day in person, and acknowledged that The X signed, sealed and

personally known to me to be the same person, whose name HELENE S. KORRUB subscribed to the foregoing

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

JOHN E. HECKENBERG AND ANNA C. HECKENBERG HIS WIFE

County of Cook State of Illinois