

UNOFFICIAL COPY

This Indenture, WITNESSED, That the Grantor HELEN B. MARTINEZ

of the CITY of CHICAGO, County of COOK and State of ILLINOIS, and State of ILLINOIS, for and in consideration of the sum of \$275.00 (Two Thousand Nine Hundred Seventy Five and No 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 17 FEET OF LOT 8 AND THE NORTH 12 FEET OF LOT 9 IN BEEBE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13 (EXCEPT 5 ACRES IN THE NORTHEAST CORNER THEREOF), LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
1440 N RIDGEWAY - 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 HELEN B. MARTINEZ

justly indebted upon HER principal promissory note bearing even date herewith, payable IN ONE PAYMENT OF \$275.00 (TWO THOUSAND NINE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS), ON MARCH 5, 1992.

DEPT-01-RECORDING

: T#1111 JRN 3365 03/24/92 10E 3.00
: 08500 : A 32192911
: COOK COUNTY RECORDER

32192911

THE GRANTOR, covenant S₅ and agrees S₅, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement exceeding time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, including taxes and assessments on all rents thereafter; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises which have been destroyed or damaged; (4) to keep all buildings now or at any time on said premises in repair and in a condition to be selected by the grantee or his heirs, who shall be authorized to place such insurance in companies acceptable to the holder of this mortgage indebtedness, with for certain attached premium, to the first trustees or Mortgagee, and, second, to the trustee herein as if no interests may appear, which trustee shall be left with certain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all prior insurance, 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 for say taxes or assessments, or the prior incumbencies or the interest therein, when due, the grantee or his heirs, or any other holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchasing tax, lien or title affecting said premises or pay all prior incumbencies and the interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness, to be set hereby.

In THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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.

In THE AGREEMENT by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure herein, including reasonable attorney's fees, mileage, for documentary evidence, stenographer's charges, cost of procuring or completing a title showing the whole title of said property, including all taxes, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of his part of said indebtedness, shall 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 to each, included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether judgment or not, shall be determined in a manner hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor, for said grantor, and his executors, administrators and assigns of said grantor, waive S₅ 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, or to any party claiming 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 to 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 18TH day of JANUARY, A. D. 1992

✓ Helen B. Martinez

(SEAL)

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

Box No. _____

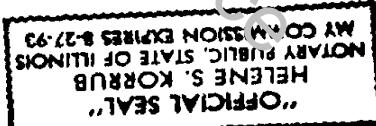
SECOND MORTGAGE

Trust Deed

HELEN B. MARTINEZ

to

NEW LINCOLN HOME IMPROVEMENT CO.
5365 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659



92432544

Property of Cook County Clerk's Office

Notary Public

Accts due & accrued

ANNUAL A.D. 1993

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