

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantors **WALTER WILLIAMS AND FLORA WILLIAMS, HIS WIFE**

of the CITY of CHICAGO, County of COOK and State of ILLINOIS
for and in consideration of the sum of \$3557.⁰⁰ (THREE THOUSAND FIVE HUNDRED FIFTY SEVEN 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 11 IN BLOCK 12 IN MILLS AND SONS SUBDIVISION OF BLOCKS 3, 4, 5, AND 6 IN RESUBDIVISION OF BLOCKS 1 AND 2 IN THE FOSTER SUBDIVISION IN THE LAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
1126 N. KARLOV - CHICAGO, ILLINOIS 60651

Hereby releasing and waiving all rights 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 WALTER WILLIAMS AND FLORA WILLIAMS, HIS WIFE

justly indebted upon THEIR principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$98.⁰⁰ (NINETY EIGHT AND 00/100 DOLLARS) EACH, BEGINNING JULY 30, 1992.

DEPT-01 RECORDING
T81111 IRAN 3363 03/24/92 10:13 AM '92
*8501 *A *3-92-1929
COOK COUNTY RECORDER

92192945

The Grantors 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 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 buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste in said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises in good and complete repair 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 policies attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as to all interests may appear, which policies shall be let 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; (7) 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 give such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises and pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantors 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 as much additional indebtedness as aforesaid; (8) 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 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; (9) It is Agreed by the grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a deed, allowing the whole title of said premises embracing foreclosure decree, shall be paid by the grantors; 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 grantors; 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 by such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor shall release hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid; The grantors, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, 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 enforce 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 real 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 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 8TH day of JANUARY, A. D. 1992

Walter Williams (SEAL)
Flora Williams (SEAL)

(SEAL)

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PERMANENT INDEX NUMBER V542-16-03-405-031

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

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Box No.

SECOND MORTGAGE

Trust Deed

WALTER WILLIAMS AND

FLORA WILLIAMS, HIS WIFE
TO

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

Property of Cook County Clerk's Office

545226726

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

I, HELENE S. KORRUB
Notary Public in and for said County, in the State aforesaid, do hereby certify that
WALTER WILLIAMS AND FLORA WILLIAMS, HIS WIFE
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 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.
Given under my hand and Notarial Seal, this 8TH day of JANUARY, A. D. 1998
Heleene S. Korrub
Notary Public

State of ILLINOIS
County of COOK
ss. _____