

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor EVERARDO RUBIO AND JOSEFA RUBIO, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of \$5,980.³² (Five Thousand Nine Hundred Eighty and ³²/₁₀₀ - 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 106 AND THE NORTH 12.5 FEET OF LOT 107 IN WILLIAM H. HINTZE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
1408 N. KOLIN - 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 EVERARDO RUBIO AND JOSEFA RUBIO, HIS WIFE

justly indebted upon THEIR principal promissory note... bearing even date herewith, payable in 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$166.¹² (ONE HUNDRED SIXTY SIX AND ¹²/₁₀₀ DOLLARS) EACH, BEGINNING NOVEMBER 25, 1993.

92-43906

THE GRANTOR S 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 an amount 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 keep all buildings now or at any time on said premises insured in compliance 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 force clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as to the 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 discharge or purchase any tax lien or title against said premises, or 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 as here, 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, cost of procuring or completing abstract, and giving the whole title of said premises embracing foreclosure decree 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 proceedings; which proceedings, 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 and 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. KERRUB 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 31ST day of MARCH, A. D. 19 93

Everardo Rubio (SEAL)

Josefa Rubio (SEAL)

(SEAL)

(SEAL)

PERMANENT INDEX NUMBER V541-16-03-213-031

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

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust Deed

EVERARDO RUBIO AND

JOSEFA RUBIO, HIS WIFE

TO

NEW LINCOLN HOME IMPROVEMENT CO.

5865 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

Property of Cook County Clerk's Office



DEPT-01 RECORDINGS \$23.00
T#7777 TRAN 9725 06/11/93 12:27:00
#5368 # *93-443906
COOK COUNTY RECORDER

OFFICIAL SEAL
HELENE S. KORRUB
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISS. EX. FEB. 11, 1993

Helene S. Korrub
Notary Public

Given under my hand and Notarial Seal, this 31st day of MARCH A.D. 1993

Personally known to me to be the same person 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.

EVERARDO RUBIO AND JOSEFA RUBIO, HIS WIFE
a Notary Public in and for said County, in the State aforesaid, do hereby certify that

I, HELENE S. KORRUB
County of COOK
State of ILLINOIS

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