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This Indenture, WITNESSETH, That the Grantor: JOSE RIVERA AND LUZ RIVERA, HIS WIFE

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of 7,125.00 (SEVEN THOUSAND ONE HUNDRED TWENTY FIVE 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 hereinafter 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 49 IN BLOCK 1 IN VAN SCHACK AND HERRICK'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

3402 N. PIERCE—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 JOSE RIVERA AND LUZ RIVERA, HIS WIFE

justly indebted upon THEIR principal promissory note bearing even date herewith, payable IN 60 (SIXTY) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$118.76 (ONE HUNDRED EIGHTEEN AND 76/100 DOLLARS) EACH, BEGINNING AUGUST 15, 1993.

THIS 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 on 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 in 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 lost 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 this time or times when the same shall become due and payable.

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 procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or to be affording 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 in 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 incurred 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 abstracts covering the whole title of said premises embracing foreclosure decree shall be paid by the grantor S; and the like expenses and disbursements, occasional or otherwise, incurred by 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 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 grantor 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 19<sup>TH</sup> day of APRIL, A. D. 19 93

Jose C Rivera  
LUZ RIVERA

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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

PERMANENT INDEX NUMBER V538-16-02-201-043

2300  
8

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

SECOND MORTGAGE

Trust Deed

JOSE RIVERA AND

LUZ RIVERA, HIS WIFE

TO

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

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

*Will Call*

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DEPT-01 RECORDING  
TRAN 4051 07/30/93 10:49:00  
\$23.00  
\$2214 ÷ \* -93-595944  
COOK COUNTY RECORDER

I, HELENE S. KORRUB  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JOSE RIVERA AND LUZ RIVERA, HIS WIFE  
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.  
Given under my hand and Notarial Seal, this  
day of APRIL, A.D. 1993  
HELENE S. KORRUB  
OFFICIAL SEAL  
HELENE S. KORRUB  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPI. AUG. 27, 1993

State of ILLINOIS  
County of Cook  
ss.