

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantors ARCADIO HERNANDEZ AND EUGENIA HERNANDEZ, HIS WIFE.

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$4867.20 (Four Thousand Eight Hundred Sixty Seven and 20/100 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 40 IN BLOCK 2 IN WETHERBEE AND GREGORY'S SUB-DIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, (EXCEPT THE EAST 100 FEET OF SAID TRACT), LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2720 W. HADDON - CHICAGO, ILLINOIS 60622

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 ARCADIO HERNANDEZ AND EUGENIA HERNANDEZ, HIS WIFE justly indebted upon THEIR principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALMENTS OF \$135.20 (ONE HUNDRED THIRTY FIVE AND 20/100 DOLLARS) EACH, BEGINNING DECEMBER 20, 1993.

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 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 hereinafter, 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 if or interests 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 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 lien affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the grantor agrees 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 such 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 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 grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure proceedings, including reasonable solicitor's fees, unless the documentary evidence, stenographer's charges, cost of procuring or completing abstract showing 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 in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be discontinued, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantor, and for the heirs, executors, administrators and assigns of said grantors, 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 grantors or to any party claiming under said grantors, 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 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 13TH day of SEPTEMBER, A. D. 19 93

Arcadio Hernandez (SEAL)
Eugenia Hernandez (SEAL)

(SEAL)

PERMANENT INDEX NUMBER V536-16-01-400-036

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

DEPT-01 RECORDING
142222 TRAN 8885 10/25/93 10:54:00
* 93-855740
COOK COUNTY RECORDER

WILL CALL

2300 PM

93855740

UNOFFICIAL COPY

Box No. _____

SECOND MORTGAGE

Trust Deed

ARCADIE HERNANDEZ AND

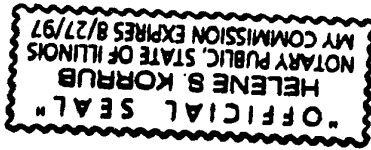
EUGENIA HERNANDEZ, HIS WIFE

TO

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

Property of Cook County Clerk's Office

[Handwritten signatures]



Notary Public.

[Handwritten signature]

day of SEPTEMBER A. D. 1993

then under my hand and Notarial Seal, this

13TH

set forth, including the release and waiver of the right of homestead.
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 personally known to me to be the same persons whose names subscribed to the foregoing

93855740

ARCADIE HERNANDEZ AND EUGENIA HERNANDEZ, HIS WIFE

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

1. HELENE S. KORRUB

State of Illinois
County of Cook

WIT CERT