

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor

MARY MOTON 9885741

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of \$19,612.⁸⁰ (TEN THOUSAND SIX HUNDRED TWELVE AND 80/100 - 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:

LOT 10 AND THE NORTH 4.75 FEET OF ADJACENT LOT LYING IMMEDIATELY TO THE SOUTH OF LOT 10 IN BLOCK 6 IN CONWAY'S RESUBDIVISION OF BLOCK 6 AND THE WEST PART OF BLOCK 5, EXCEPT THE SOUTH 30 FEET, IN HECCA'S SUBDIVISION IN BLOCK 6 AND THE WEST PART OF BLOCK 5 OF FRANK'S RESUBDIVISION OF THE NORTH 3/4 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, AND THE NORTH 3/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, BEING A SUBDIVISION OF LOTS 1 TO 8 OF THE ABOVE DESCRIBED LAND AND KNOWN AS FRANK'S SUBDIVISION OF THE NORTH 3/4 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8 AND THE NORTH 3/4 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 30.5 N. MENARD - CHICAGO, ILLINOIS 60644

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 MARY MOTON

justly indebted upon HER principal promissory note bearing even date herewith, payable IN 60 (SIXTY) CONSECUTIVE MONTHLY INSTALLMENTS OF \$176.⁸⁸ (ONE HUNDRED SEVENTY SIX AND 88/100 DOLLARS) EACH, BEGINNING SEPTEMBER 10, 1994.

THE GRANTOR covenants and agrees, 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, at the first day of the first month 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 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 herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with liabilities attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their 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) to pay all prior incumbrances, and 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 title, affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of seven per cent. per annum, shall be as much additional indebtedness as if so 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 the time of such breach, at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness had then matured by express terms. It is Assumed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney's fees, delays for documentary evidence, a surveyor's charges, costs of procuring or completing a title, showing the whole title of said premises, executing foreclosure decree, shall be paid by the grantor, 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. 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, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the production of, and income from, said premises pending such foreclosure proceedings, and agrees 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 do so, 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 hand and seal of the grantor this 10th day of SEPTEMBER, A. D. 1993

Mary Moton (SEAL)

(SEAL)

(SEAL)

(SEAL)

PERMANENT INDEX NUMBER V548-16-08-403-008

DEPT-01 RECORDING 10:27:22 TRAN 6885 10/25/93 10:54:00 *93-855741 (COOK COUNTY RECORDER)

2300 BANK

WILL CALL

THIS DOCUMENT PREPARED BY: RAYMOND A. KORRUB - 5865 N. LINCOLN AVE. - CHICAGO, ILLINOIS 60659 93655741

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Box No.

SECOND MORTGAGE

Trust Deed

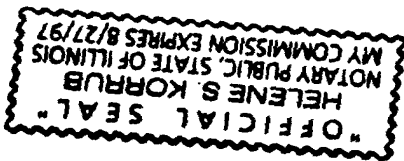
MARY Moran

TO

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

Property of Cook County Clerk's Office

W. J. ...



Notary Public

Helene Korub

day of SEPTEMBER, A. D. 1993

When under my hand and Notarial Seal, this

set forth, including the release and waiver of the right of homestead, delivered the said instrument as HER free and voluntary act, for the uses and purposes thereof personally known to me to be the same person—whose name is 15 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the same for the purposes and uses therein expressed.

I, HELENE S. KORUB, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of ILLINOIS
County of COOK

WIT CERT