

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor JUAN C. GANDULLA

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of \$5000.00 (FIVE THOUSAND AND 00/100 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 44 IN OSGOOD AND MUIR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:
824 N. CALIFORNIA - 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 Grantor JUAN C. GANDULLA

justly indebted upon HIS principal promissory note... bearing even date herewith, payable IN 10 (TEN) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$500.00 (FIVE HUNDRED AND 00/100 DOLLARS) EACH, BEGINNING APRIL 16, 1995.

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THE GRANTOR... 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 to 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 to interest or 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; (7) 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... agree to repay... 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 is hereby agreed; (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 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... 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 a deed... the whole title of said premises embracing foreclosure deed... shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 dissolved, 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 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... or to any party claiming under said grantor... appoint a receiver to take possession of 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. KERRA of said County is hereby appointed to be the 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 Receiver 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 and seal... of the grantor... this 16TH day of APRIL, A. D. 1994

Juan C. Gandulla (SEAL)

(SEAL)
(SEAL)
(SEAL)

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BMK

PERMANENT INDEX NUMBER V535-16-01-326-045

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

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Box No. _____

SECOND MORTGAGE

Trust Deed

JOAN C. GAMBULLA

TO

NEW LINCOLN HOME IMPROVEMENT CO.
5555 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

Property of Cook County Clerk's Office

W. J. M.

DEPT. OF RECORDING
\$23.00
145555 (MAN 5015 09/20/94 14:01:00
4436 (JUN 94-0537552
COOK COUNTY ORDER

"OFFICIAL SEAL"
HELENE S. KORRUB
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/27/97

Hele S. Korrub
Notary Public

day of APRIL, A. D. 1994
I, HELENE S. KORRUB, Notarial Seal, this
do hereby certify that the foregoing
instrument, appearing before me this day in person, and acknowledged that he signed, sealed and
delivered the said instrument as his free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

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

State of ILLINOIS
County of Cook

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