

UNOFFICIAL COPY

This Indenture, WITNESSETH, that the Grantors, EMILIO RODRIGUEZ AND ROSA LAUREANO, HIS WIFE

of the CITY of CHICAGO and State of ILLINOIS for and in consideration of the sum of \$45,110.00 (Forty Five Thousand Four Hundred Ten and 00/100 - Dollars)

in hand paid, CONVEY AND WARRANT, in and to the CITY of CHICAGO 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 37 IN BLOCK 6 IN J. M. BAKER'S RESUBDIVISION OF BLOCK 6 IN BRITTON'S SUBDIVISION OF THE SOUTHWEST 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: 4310 W. CRYSTAL - CHICAGO, ILLINOIS 60651

Hereby releasing and waiving all rights 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, EMILIO RODRIGUEZ AND ROSA LAUREANO, HIS WIFE

justly indebted upon THEIR principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$125.33 (ONE HUNDRED TWENTY FIVE AND 33/100 DOLLARS) EACH, BEGINNING OCTOBER 10, 1994.

94541151

PERMANENT INDEX NUMBER V 541-16-03-229-035

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

THE GRANTORS, 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 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 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 said policies attached payable first to the first Trustee or Mortgagee, and second to the Trustee herein as if it 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 indebtedness 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 indebtedness or the interest thereon when due, the grantor or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or file of said premises or pay all prior indebtedness and the interest thereon from time to time; and all moneys so paid, the grantor agrees to repay to the holder of said indebtedness with interest thereon from the date of payment at seven per cent. per annum, shall be or such additional indebtedness on the part of the grantor, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be or such additional indebtedness on the part of the grantor, and the same with interest thereon from the date 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 abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor; and the like expenses and disbursements, arising 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 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 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 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 grantor, 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, then 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 and seal of the grantors this 19th day of APRIL, A. D. 1994

Emilio Rodriguez (SEAL) Rosa E. Laureano (SEAL)

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Trust Deed

SECOND MORTGAGE

As to

EMILIO RODRIGUEZ AND

ROSA LAUREANO HIS WIFE
TO

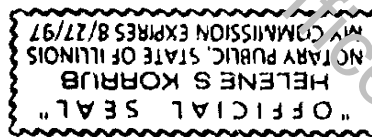
THE LINCOLN HOME IMPROVEMENT CO.
5925 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60639

Wife
Property of Cook County Clerk's Office

DEPT-01 RECORDING 623.00
T#0003 TRAM 1168 06/20/94 15126100
#1846 # EB #94-541251
COOK COUNTY RECORDER

1974

94541151



Helene S. Korub
Notary Public

Day of APRIL, A. D. 1994

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 TRUST free and voluntary act, for the use and purpose therein
personally known to me to be the same person, whose name subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and
delivered the said instrument as TRUST free and voluntary act, for the use and purpose therein

EMILIO RODRIGUEZ AND ROSA LAUREANO, HIS WIFE

HELENE S. KORUB

State of ILLINOIS
County of COOK