

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor VIRGINIA TALAVERA

94541152

of the CITY of CHICAGO County of COOK and State of ILLINOIS
for and in consideration of the sum of 7,875 (SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE 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 7 IN BLOCK 7 IN A. H. HILL AND CO'S BOULEVARD ADDITION TO TRYING PARK, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 402 N. BERNARD - CHICAGO, ILLINOIS 60618
PERMANENT INDEX NUMBER V 337-13-14-426-042

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 Grantor VIRGINIA TALAVERA

is justly indebted upon HER principal promissory note bearing even date herewith, payable IN 36 (THIRTY SIX) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$196.25 (ONE HUNDRED NINETY SIX AND 25/100 DOLLARS) EACH, BEGINNING MAY 17, 1995

94541152

THE GRANTOR... covenant and agree... as follows: (1) To pay said indebtedness and the interest thereon... (2) to pay prior to the first day of June in each year... (3) to maintain said premises in good repair... (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... (6) to pay all taxes and assessments... (7) to pay all prior incumbrances...

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon... 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 incumbrances and the interest thereon from time to time; and all money so paid, the grantor... agrees to repay to the holder of said indebtedness... 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 holder thereof, without notice, become immediately due and payable, and 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 preparing or completing abstract covering the whole title of said premises embracing foreclosure decree 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 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... waives all right to the possession 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... appoint a receiver to take possession of and manage 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. KARRUA 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 County of Cook 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 17TH day of MAY, A. D. 1994

Virginia Talavera (SEAL)

(SEAL)

(SEAL)

(SEAL)

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

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Doc No. _____

SECOND MORTGAGE

Trust Deed

Virginia Talavera

TO

LINCOLN HOME IMPROVEMENT CO.

5955 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

Property of Cook County Clerk's Office

Wife's Copy

DEPT-01 RECORDING \$23.00
T00003 TRAM 1168 06/20/94 15:26:00
#1847 # EB # -94-54-1152
COOK COUNTY RECORDER

09551152

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

Henry Public
Hele S. Korrub

day of MAY A. D. 1994

then under my hand and Notarial Seal, this 17th

not forth, including the release and waiver of the right of homestead.

delivered the said instrument as M.R. free and voluntary act, for the uses and purposes therein

instrument, appeared before me this day in person, and acknowledged that she, signed, sealed and

personally known to me to be the same person, whose name is subscribed to the foregoing

HELENE S. KORRUB

County of COOK

State of ILLINOIS