

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor

Louis J. Ballos

of the CITY of CHICAGO, County of COOK and State of ILLINOIS

for and in consideration of the sum of \$1571.32 (SIX THOUSAND FIVE HUNDRED SEVENTY ONE AND 32/100 DOLLARS)

in hand paid, CONVEYED AND WARRANTED 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 3 IN RESUBDIVISION OF LOTS 32 TO 41 IN R.F. BICKERDIKE'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 11 AND ALL OF 12 IN BICKERDIKE'S SECOND ADDITION TO IRVING PARK, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3609 N. KIMBALL - CHICAGO, ILLINOIS 60612

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, LOUIS J. BALLOS

justly indebted upon HIS principal promissory note—bearing even date herewith, payable IN 84 (EIGHTY FOUR) EQUAL CONSECUTIVE MONTHLY INSTALLMENTS OF \$78.23 (SEVENTY EIGHT AND 23/100 DOLLARS) EACH, BEGINNING DECEMBER 14, 1994

94181622

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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 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 this first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their 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 discharge or purchase any tax lien or title of any kind on 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 at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with this foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring 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, for said grantor, and for the heirs, executors, administrators and assigns of said 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, 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 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, the person who shall then be the holder 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 charge.

Witness the hand and seal of the grantor this 14th day of DECEMBER, A. D. 1993

Louis J. Ballos

(SEAL)

(SEAL)

(SEAL)

(SEAL)

PERMANENT INDEX NUMBER V351-13-23-231-017

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

23/12/93

UNOFFICIAL COPY

Box No. _____

SECOND MORTGAGE

Trust Deed

Louis J. Ballou

TO

NEW LINCOLN HOME IMPROVEMENT CO.
5335 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

Property of Cook County Clerk's Office

Handwritten signatures

DEPT-01 \$23.50
T44444 TRAN 5416 02/25/94 11:31:00
\$5515 + LF *-94-181622
COOK COUNTY RECORDER

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

5181515
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5181515

I, HELENE S. KORAV
Notary Public in and for said County, in the State aforesaid, do hereby certify that
LOUIS J. BALLOU
personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared 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.
GIVEN under my hand and Notarial Seal, this
14TH day of DECEMBER, A.D. 1993
Heleene S. Korav
Notary Public.

State of Illinois }
County of Cook }