

2nd Mortgage

UNOFFICIAL COPY

86-50012

This Indenture, WITNESSETH, That the Grantor
Jose Centeno and wife Mary as joint tenants,

of the city of Chicago, County of Cook, Illinois
for and in consideration of the sum of seven thousand six hundred nine & 80/100*** Dollars

in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee
of the City of Chicago, County of Cook, 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the city of Chicago, County of Cook, Illinois, to-wit:
lots 36 & 37 in block 2 in cook's subdivision of hte north east 1/4
of the north east 1/4 of the north west 1/4 of section 8, township 38,
north, range 14 east of the third principal meridian, in cook county,
Illinois,
commonly known as: 4746 S. Elizabeth, Chicago, Illinois.

P.D.# 20-08-106-035 Lot 36
20-08-106-034 Lot 37

DEPT-01 RECORDING
T#1444 TRAN 0067 10/02/86 09:29:00
#1060 # D *86-451199
COOK COUNTY RECORDER

\$11.00
\$9.00

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 Jose Centeno and wife Mary as joint tenants
justly indented upon one principal promissory note bearing even date herewith, payable
Penny City assigned to Lakview Bank

payable in 60 successive monthly installments each of 126.83 due monthly
on the note commencing on the 31 day of October 1986 and on the same date of
each month thereafter, until paid, with interest thereon at the rate of 12% per annum
lawful rate.

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 extend the time to the refer; (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 grantor hereinafter specified; and (6) 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 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; (7) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances 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 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 at seven per cent, per annum, shall be so much additional indebtedness secured hereby; (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; (9) It is covenanted by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including 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 added 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, not 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 all the heirs, executors, administrators and assigns of said grantor waive all right in 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 grantee, or of his refusal or failure to act, then
Thomas F. Bussey 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 16 day of September A. D. 1986
Jose T. Centeno (SEAL)
Mary O. Centeno (SEAL)
Mary O. Moreno (SEAL)

11.00 (SEAL)

86 451199

UNOFFICIAL COPY

2nd Mortgage

Box No. 144

Trust Deed

for the above Center
1746 S. Halsted St
Chicago, Ill. 60607

APR 22 1969

GERALD E. SIKORA Trustee

State of Illinois
3201 N. Ashland Ave.
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

Wanda Day Higgins

4570 S. Halsted
Chicago, Ill. 60653

LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2160

Property of Cook County Clerk's Office

86451199

I, **CARI SEGAL**

State of Illinois }
County of Cook }
551

Notary Public in and for said County, in the State aforesaid, do hereby certify that
personally known to me to be the same person whose name is
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
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 16 day of September, A. D. 19 69
Cary Segal
Notary Public