

UNOFFICIAL COPY

76-46787

This Indenture, WITNESSETH, That the Grantor VICTOR APOENTE AND WIFE REBECCA S. AS JOINT TENANTS 86078757

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of FIVE THOUSAND SIX HUNDRED EIGHT DOLLARS 5,608.00 Dollars in hand paid, CONVEY AND WARRANT TO GERALD E. SIKORA, Trustee 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 every thing 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 29 AND THE EAST HALF FOOT OF LOT 28 IN BLOCK 4 IN CROSS' NORTH ADDITION TO CHICAGO IN SECTION 19, TOWNSHIP 40 NORTH RANGE 14.

COMMONLY KNOWN AS: 1749 WEST RASCAL, CHICAGO. PERMANENT TAX NO: 14-19-422-004

THIS IS A JUNIOR MORTGAGE

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 VICTOR APOENTE AND WIFE REBECCA AS JOINT TENANTS

justly indebted upon one principal promissory note bearing even date herewith, payable 1ST METROPOLITAN BUILDERS ASSIGNED TO LAKEVIEW BANK

payable in 84 successive monthly installments each of 66.77 due MONTHLY on the note commencing on the 7th day of APRIL 98, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A JUNIOR MORTGAGE

The Grantor covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and on said notes provided, or according to any agreement standing in lieu of payment. (2) To pay taxes to the first day of due in each year, all taxes and assessments upon 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 which 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 on contracts to be selected by the grantee herein, and 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 encumbrances, and the interest thereon, at the time of times when the same shall become due and payable. (7) To pay all taxes and assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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, to both, the same as if all of said indebtedness had then matured by express terms. (9) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance 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 including foreclosing decree shall be paid by the grantor and the life expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be discharged, 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 premises 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 grantor, 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 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 21ST day of FEBRUARY A. D. 1998

X Victor Aponte (SEAL)
Rebecca Aponte (SEAL)

86078757

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Box No. 1416

SECOND MORTGAGE

Trust deed

VICTOR & REBECCA APPOSITE

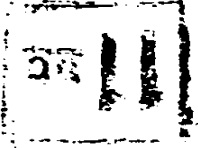
1949 W. Roscoe
Chicago IL 60643

TO

GERALD E. SIKORA, Trustee
2 Park View Blvd
3301 N. Ashland
Chicago, IL 60643

THIS INSTRUMENT WAS PREPARED BY:

1st Metropolitan Builders
358 S. W. Chicago
Chicago IL 60601



86-078757

DEPT-01 RECORDING \$11.00
#3333 TRAN 3072 02/26/86 13:43:00
#5026 # C * -86-078757

Property of Cook County Clerk's Office

I, Andrea R. Klusendorf
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
VICTOR APPOSITE AND WIFE, REBECCA AS JOINT TENANTS
personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as 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 21st day of FEBRUARY, A. D. 1986
Andrea R. Klusendorf
My Commission Expires Nov. 2, 1987

State of Illinois }
County of Cook }
55.