

SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH that Steve Engles and Michael Cristofano (hereinafter called the Grantor), of 5353 N. Magnolia St., Chicago, IL 60640

for and in consideration of the sum of \$62,500.00 Dollars in hand paid, CONVEY AND WARRANT to EVO Engles

of 524 W. Locust St., Lanark, IL 61046

Grantor as Grantor and to his successors in interest hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK

DEPT-01 RECORDING \$13.00
T#3333 TRAN 6390 01/16/90 11:05:00
#0348 # *-90-022573
COOK COUNTY RECORDER
Above Space For Recorder's Use Only

and State of Illinois, to-wit: THE NORTH 12-1/2 FEET OF LOT 45, ALL OF LOT 46, AND THE SOUTH 9 FEET OF LOT 47, IN BLOCK 9, IN O'CONNOR'S THIRD ADDITION TO EXEQUATER, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 14-08-121-029
Address(es) of premises: 5353 N. Magnolia St., Chicago, IL 60640

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon a \$62,500 principal promissory note, bearing even date herewith, payable a) For the first calendar year the borrowers agree to pay EVO Engles interest only on the \$62,500.00 loan at the rate of 10% per annum. This interest shall be paid in two (2) six month installments the first on the 1st day of July, 1990, and the second on the 1st day of January, 1991. Said interest payments shall be \$3,125.00 each;

b) Thereafter, Steve Engles and Michael Cristofano shall repay the principal over a three year period at 10% per annum. Steve Engles and Michael Cristofano shall pay \$2,016.71 on the 1st day of February, 1991, and \$2,016.71 on the 1st day of each month thereafter, up to and including the 1st day of January, 1994, with a final payment of the balance due with all accrued interest on the principal balance from time to time unpaid at a rate of 11% per annum payable to EVO Engles, 524 West Locust Street, Lanark, Illinois, 61046. Grantee

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in accordance with the system and in said note or notes provided, or according to any agreement extending time of payment, (2) to pay when due 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 repair 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 grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee of Mortgage, and second, to the GRANTOR 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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 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 11% per cent per annum shall be so much additional indebtedness secured hereby.

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 11% 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 plaintiff in connection with this foreclosure hereof - including reasonable attorney's fees, outlays for documents, 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 occasioned by any suit or proceeding wherein the grantee 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, when the decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of 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 a complaint to foreclose this deed in the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is: Steve Engles and Michael Cristofano

IN THE EVENT of the death or resignation from said County of the grantee, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be first successor in interest; 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 of the aforesaid covenants and agreements are performed, the grantee or his successor in interest, shall release said premises to the party entitled, on receiving his reasonable charges.

This instrument is subject to a certain installment note dated January 5, 1990.

Witness the hand and seal of the Grantor this 5th day of January, 1990.

MAIL TO
X Steve Engles (SEAL)
X Michael Cristofano (SEAL)
Please print or type name(s) below signature(s)
Steve Engles
Michael Cristofano

This instrument was prepared by O'Connor, Schiff & Myers, 20 N. Clark, Chicago, IL 60602 (NAME AND ADDRESS)

SECOND MORTGAGE

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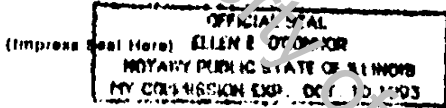
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STATE OF Illinois }
COUNTY OF Cook } 58.

I, Ellen E. O'Connor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steve Engles And Michael Christofano And Eric Engles personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 official seal this 5th day of January, 1990.



Ellen E. O'Connor
Notary Public

Commission Expires October 10, 1993

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Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS