

SECOND MORTGAGE (ILLINOIS)

I AM THE GRANTOR of a mortgage instrument bearing date this 25th day of June 1992 and the principal of this loan has been fully repaid and the property thereon is being released from the mortgage for a particular purpose.

THIS INDENTURE WITNESSETH that Matteo Ladogano and Antoinette Ladogano, his wife

(hereinafter called the Grantors, of

7206 W. Oakton, Chicago, Illinois 60648

for and in consideration of the sum of \$23,500.00 (Twenty Three Thousand Five Hundred Dollars)

in hand paid CONVEY AND WARRANT to J.J. Lopez and Antonia Lopez, his wife of 4412 N. New England, Chicago, Illinois 60630

as Trustee, and to his successors in trust 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 \$23.50  
T#6666 TRAN 5372 07/31/92 11:44:00  
#7402 \* -92-563798  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, in two lots 14 and 15, being part of Section 34 in Cook County, Illinois, except that part lying southeasterly of following described line extending at a point in the West line of said Lot 14, distant 9.43 ft north of SW corner of said lot, thence northeasterly in a straight line a distance of 100.00 feet to the center of said lot.

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: 09-24-1-25-062

Address(es) of premises: 7206 W. Oakton, Chicago, IL 60648

THE GRANTOR, nevertheless, for the purpose of assuring performance of the covenants and agreements herein WILL REASONS The Grantor is partly indebted to the Trustee principal promissory note bearing even date herewith payable at the rate of \$72.00 monthly until satisfied

92563798



J. Seiler  
4412 N. New England  
Chicago IL 60630

THIS MORTGAGE IS A SECOND MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as herein 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 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 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 or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 the prior incumbrances, or the interest thereon when due, the grantee in 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 by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of 12 percent per annum shall be so much additional indebtedness incurred 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 loyal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the rate of 12 percent 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 the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstracts showing the whole title of said premises embracing foreclosure decrees, 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, whether the decree of sale shall have been entered or not, shall not be dismissed, nor shall be hereof, 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 Trust Deed, 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 same.

The name of a record owner is Matteo Ladogano

IN THE EVENT of the death or removal from said Cook County of the grantee or of his resignation, refusal or failure to act, then and if for any like cause the 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 trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to Judgment Note in amount of \$230,000.00 dated June 25, 1992

Witness the hand and seal of the Grantor this 25th day of June, 1992.

Matteo Ladogano (SEAL)  
Matteo Ladogano

Antoinette Ladogano (SEAL)  
Antoinette Ladogano

Please print or type names of below signatories

This instrument was prepared by J.J. Lopez-1912 N. New England, Chicago, IL 60630 (NAME AND ADDRESS)

\$23.50

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Joseph A. Thomas a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matteo Ladogano and Antoinette Ladogano

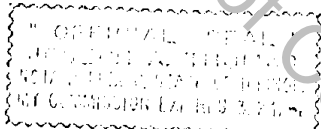
personally known to me to be the same person <sup>s</sup> whose name <sup>s</sup> subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 25th day of June, 1992.

(Impress Seal Here)

*Joseph A. Thomas*  
Notary Public

Commission Expires



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92563798

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

Matteo Ladogano and  
Antoinette Ladogano, his wife  
TO  
J.J. Sorce and Marian Sorce

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office