

UNOFFICIAL COPY

FORM NO. 2202
Feb. 1985

SECOND MORTGAGE (ILLINOIS)

93017219

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That BERNARDO ROBLES, JR.

(hereinafter called the Grantor), of 4227 N. St. Louis - Chicago, Il. 60647

for and in consideration of the sum of EIGHT THOUSAND DOLLARS AND NO/100THS (\$8,000.00) Dollars

in hand paid, CONVEY AND WARRANT to ANTHONY N. PANZICA of 3347 W. IRVING PARK ROAD CHICAGO, IL.

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 and State of Illinois, to-wit:

Lot 36 in Block 3 in A. H. Hill and Company's Boulevard Addition to Irving Park, being a Subdivision by Alonzo H. Hill of the East Half of the West Half of the Southeast Quarter of Section 14, Township 40 North, Range 13, 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): 13-14-410-012-0000
Address(es) of premises: 4227 N. St. Louis - Chicago, Il. 60647

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted to _____ principal promissory note bearing even date herewith, payable

UPON THE SALE OF: 4227 N. ST. LOUIS - CHICAGO, IL. 60647

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and 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 to 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 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 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 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 18% 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 agreement, 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 18% 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 the foreclosure hereof -- including reasonable attorney's fees, outlays for documentary 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, whether a 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 any 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Bernardo Robles, Jr.

IN THE EVENT of the death or resignation from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to Note

Witness the hand and seal of the Grantor this 6th day of JANUARY, 1993

Bernardo Robles, Jr. (SEAL)

Please print or type name(s) below signature(s)

(SEAL)

This instrument was prepared by Nicholas Maniscalco - 180 N. La Salle - Chicago, Il.
(NAME AND ADDRESS)

93017219

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, MARIANN COZZONE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bernardo Robles, Jr.

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 official seal this 6TH day of JANUARY, 1975.

"OFFICIAL SEAL"
(Impress Seal)
MARIANN COZZONE
Notary Public, State of Illinois
My Commission Expires Oct. 15, 1997
Commission Expires

Mariann Cozzone
Notary Public

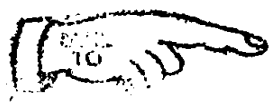
33017219

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No. _____
SECOND MORTGAGE
Trust Deed

Bernardo Robles, Jr.

TO
Anthony N. Panzica



ANTHONY N. PANZICA
3347 W IRVING PK
CHICAGO, IL, 60618

GEORGE E. COLE®
LEGAL FORMS

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are negated.

\$ 8,000.00

January 6, 1993

FOR VALUE RECEIVED, Bernardo Robles, Jr. promise to pay to the order of Anthony N. Panzica the principal sum of Eight Thousand Dollars and NO/100ths (\$8,000.00) Dollars in installments as follows: UPON THE SALE OF 4227 N. St. Louis Dollars on the Chicago, IL day of _____, 19____, and _____ Dollars on the _____ day of _____ thereafter, to and including the _____ day of _____, 19____, with a final payment of the balance due on the _____ day of _____, 19____, with interest on the principal balance from time to time unpaid at the rate of 18% per cent per annum payable Upon the sale of: 4227 N. St. Louis - Chicago, IL.

Each of said installments of principal shall bear interest after maturity at the rate of 18% per cent per annum, and the said payments of both principal and interest are to be made at 3347 W. Irving Park Road - Chicago, IL 60618 or such other place as the legal holder of this note may from time to time in writing appoint.

The payment of this note is secured by Second Mortgage Trust Deed bearing even date herewith, to Anthony Panzica on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall be due at once and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said Deed.

And to secure payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after maturity and confess a judgment, without process, in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this instrument is signed by more than one person, all obligations and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

*The undersigned Trustee hereby certifies that this is the Installment Note described in the Trust Deed referred to above.

Bernardo Robles, Jr.
Bernardo Robles, Jr.

Identification No. _____

Trustee

*Trustee should sign if note is secured by Trust Deed.

INSTALLMENT NOTE

TO

Date _____ 19__

Amount \$ _____

Monthly \$ _____

Last payment due _____ 19__

Received on the within Note
the following sums

| DATE | INTEREST | PRINCIPAL | REMARKS |
|------|------------|------------|---------|
| 19__ | Dollar Cr. | Dollar Cr. | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Received on the within Note
the following sums

| DATE | INTEREST | PRINCIPAL | REMARKS |
|------|------------|------------|---------|
| 19__ | Dollar Cr. | Dollar Cr. | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Received on the within Note
the following sums

| DATE | INTEREST | PRINCIPAL | REMARKS |
|------|------------|------------|---------|
| 19__ | Dollar Cr. | Dollar Cr. | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

61221026

UNOFFICIAL COPY

Property of Cook County Clerk's Office