

UNOFFICIAL COPY 0021367418

TRUST DEED Second Mortgage
Form 2512 - R
Perfection Legal Forms, Rockford, IL 61101

3751/0085 40 001 Page 1 of 5
2002-12-11 12:29:19
Cook County Recorder 32.50

THIS INDENTURE WITNESSETH,

That the Grantor NAB Bank Trust
#1-109-0 dated 1/22/02

of the _____

of _____

County of _____

and State of Illinois

for and in consideration of the sum of
TEN DOLLARS,

THE ABOVE SPACE FOR RECORDER'S USE ONLY



in hand paid, Convey s and Warrant s to Marion H. Dopak Trustee,
of the city of Oak Park, County of Cook and State of Illinois

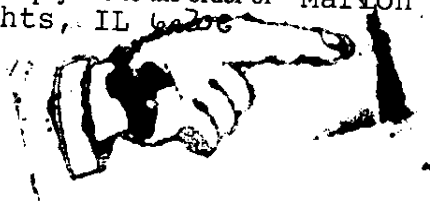
to-wit:

LOTS 1, 2 AND 3 IN THE WESTERLY PART OF BLOCK 11 IN MC REYNOLD'S
SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
1393-97 N. Milwaukee, Chicago, IL 60622

THIS IS A JUNIOR MORTGAGE

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State in which said land is situated. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor NAB Bank Trust #1-109-0
justly indebted upon Marion H. Dopak principal promissory Note _____ bearing even date
herewith payable to the order of Marion H. Dopak, 4318 N. Oak Park Avenue, Harwood
Heights, IL 60626



THE GRANTOR covenant and agree as follows: (1) to pay all prior incumbrances and the interest thereon, at the time and place when and where the same shall be or become due and payable; (2) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (3) to pay prior to the time that penalty will attach in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (4) 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; (5) that waste to said premises shall not be committed or suffered; (6) to keep all buildings at any time on said premises insured against loss by fire and tornado to their full insurable value, 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 claimable, first, to the first trustee, or mortgagee, and, second, to the trustee herein, as their several interests may appear, which policy or policies shall be deposited and remain with said trustees or mortgagees until this indebtedness shall be fully paid; (7) to keep the said property tenantable and in good repair; and (8) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to pay prior incumbrances, and the interest thereon, so to insure, to pay taxes or assessments, to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness may pay such prior incumbrance and the interest thereon, may pay insurance premiums, pay such taxes or assessments, or make and pay for such repairs as he may deem necessary to keep the said premises tenantable and in good repair; or discharge or purchase any tax lien or title affecting said premises; or compromise, settle and discharge any mechanic's or other lien attaching to said premises, and all moneys 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.

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 hereof, or by suit at law, or both the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof — including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree — shall be paid by the grantor ; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such may a party, shall also be paid by the grantor ; that 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor waive all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either matter so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens, or titles, or the necessity for repairs, in advancing money as herein before provided.

IT IS FURTHER AGREED, That as further and additional security hereto said grantors agree to assign and by these presents, do assign, all the rents, issues and profits arising or to arise out of said premises to the said grantee herein and authorize him, in his own name, as assignee or otherwise, to receive, sue for or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary, to institute forcible detainer proceedings, to receive possession, to rerent and release said premises, or any portion thereof, for such term or terms and on such conditions as he may deem proper, and apply the proceeds thereof. First, to the payment of the expenses and charges against said property; Second, to the payment of interest and expenses of this trust including advancements, if any; and, Third, to the payment of the principal sum hereby secured, rendering the overplus, if any, to the undersigned when the indebtedness hereby secured shall have been fully paid and cancelled.

IN THE EVENT of the death, inability, removal or absence from said _____ County of the trustee, or of his refusal or failure to act, then _____ of said County, is hereby appointed to be the 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

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

\$ 100,000.00

1 AUG

XX2002

FOR VALUE RECEIVED, NAB Bank Trust #1-109-0 promise to pay to the order of Marion H. Dopak the principal sum of One Hundred Thousand Dollars (\$100,000.00) Dollars

in installments as follows: 7% interest payment only on amount drawn Dollars on the 1st day of _____, ~~XX2002~~ and 7% interest payment only on amount drawn Dollars

on the 1st day of each month thereafter, to and including the 1 day of AUGUST, ~~XX2005~~ with a final payment of the balance due on the 1st day of AUGUST, ~~XX2005~~

with interest on the principal balance from time to time unpaid at the rate of 7 1/2 percent per annum payable Marion H. Dopak

Each of said installments of principal shall bear interest after maturity at a rate of _____ per cent per annum, and the said payments of both principal and interest are to be made at _____

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 a Junior Mortgage, bearing even date herewith, to _____

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 become due 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 _____

And to secure the 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.

Identification No. 1-109-0

Charles A. Kam
Charles A. Kam, Trustee

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

THIS NOTE IS SECURED BY A JUNIOR MORTGAGE

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FORM 2512 - R - TRUST DEED - Second Mortgage

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WITNESS the hand and seal of the grantor this 1 day of AUGUST A.D. 2002

Charles A. Kam (SEAL)
CHARLES A. KAM, Trustee of NAB Bank
____ (SEAL)
____ (SEAL)
____ (SEAL)

STATE OF ILLINOIS
COUNTY OF DUPAGE } ss

I, MARION DOPAK in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Charles A. Kam, Trustee of NAB Bank

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 Notarial Seal this 1 day of AUG A.D. 2002

My Commission Expires 12/11/2004
"OFFICIAL SEAL"
MARION H. DOPAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/11/2004

Marion Dopak
"OFFICIAL SEAL"
MARION H. DOPAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/11/2004