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TRUST DEED SECOND MORTGAGE (ILLINOIS)

Doc#: 0518018018
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 06/29/2005 10:25 AM Pg: 1 of 3

THIS INDENTURE WITNESSETH, That SRDJAN B. KUNDACINA (hereinafter called the Grantor), of 22W755 Red Oak Drive, Glen Ellyn, IL 60137, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, CONVEYS, AND WARRANTS to ROBERT J. DEWS of 4 Devonshire Drive, Oak Brook, IL 60523, 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, as set forth on the attached Exhibit.

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

Permanent Real Estate Index Numbers: 19-13-430-024-0000 and 19-13-430-025-0000
Addresses of premises: 6230-34 S. Artesian Ave, Chicago, IL 60629 and 6236-40 S. Artesian Ave, Chicago, IL 60629

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted upon principal promissory note bearing even date herewith, payable;

THE Grantor covenants and agree 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 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 *first*, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest 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 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 encumbrances 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 encumbrances 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 ten percent 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 ten 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 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

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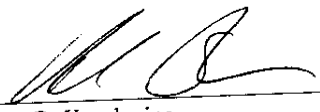
be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, 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 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: Srdjan B. Kundacina.

IN THE EVENT of the death or removal of the grantee, or of his resignation, refusal or failure to act, then Janet Dews 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 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 the first mortgage.

Witness the hand and seal of the Grantor this 22 day of April 2005.

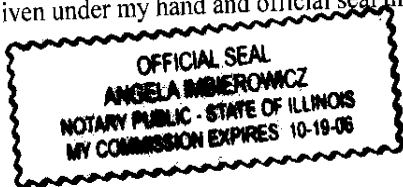


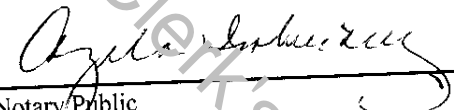
Srdjan B. Kundacina

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Angela Imbierowicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that and 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 22 day of April 2005





Notary Public

This instrument was prepared by and RETURN TO:

Angela Imbierowicz, Esq., 1301 W. 22nd Street, Suite 603, Oak Brook, IL 60523

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Exhibit to Trust Deed (Second Mortgage)

Lots 11 and 12 in Block 7 in Cobe & McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded June 20, 1911 as Document Number 4780010 in Book 114 of Plat page 20, in Cook County, Illinois.

Address: 6230-34 S. Artesian Avenue, Chicago, IL 60629

PIN: 19-13-430-024-0000

and

Lots 13 and 14 in Block 7 in Cobe & McKinnon's 63rd Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded June 20, 1911 as Document Number 4780010 in Book 114 of Plat page 20, in Cook County, Illinois.

Address: 6236-40 S. Artesian Avenue, Chicago, IL 60629

PIN: 19-13-430-025-0000