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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

21 530 397

Geo. E. Cole & Co. Chicago
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S GEORGE KWAK and JANINA KWAK,
his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Five Thousand Dollars
in hand paid, CONVEY AND WARRANT to MARIA ANTOLAK
of the City of Chicago County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:

Lot 8 and the North 1/2 of Lot 9 in Subdivision of Block
1 in James G. Maclay's Subdivision of the West 1/2 of the
North East 1/4 of the North West 1/4 of Section 11, Townshp
38 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. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor S George Kwak and Janina Kwak, his wife

justly indebted upon 1 principal promissory note bearing even date herewith, payable in installments as follows: \$1,000.00 on the 7th day of June 1972, and \$1,000.00 on the 7th day of each June thereafter until this note is fully paid, no interest, the final payment shall be due on June 7, 1976. This obligation is due immediately upon any conveyance herein.

THE GRANTOR S covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June of 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 up 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 all 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 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 grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or the 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 pay 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, sheriff, or by suit at law, or both, the same as if all of said incumbrances had then matured by express terms.

IT IS AGREED by the grantor S 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 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 grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said 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 bill to foreclose this Trust Deed, the courts in which such bills are filed, may at once and without notice to the said grantor, and or to any party claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

IN THE EVENT of the death, removal or absence from said County of the grantor, or of his refusal or failure to act thereon, Walter S. Kurek of said County is hereby appointed to be first successor in this trust; and if or 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S and seal S of the grantor S this 7th day of June A. D. 19 76

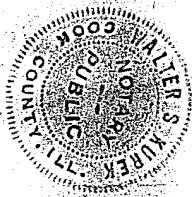
George Kwak (SEAL)
Janina Kwak (SEAL)

(SEAL)

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State of Illinois }
County of Cook } ss.



I, Walter S. Kurek
a Notary Public in and for said County, in the State aforesaid, Do Verbly Certify that
George Kwak and Janina Kwak, his wife

personally known to me to be the same persons whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 Notarial Seal, this 7th
day of June A. D. 1971

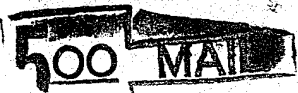
Walter S. Kurek
Notary Public.

Property of Cook County Clerk's Office

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Box No. _____
SECOND MORTGAGE
Trust Deed

TO



WALTER S. KUREK
4718 S. Pulaski Rd.
Chicago, Ill. 60632

GEORGE KWAK

