

UNOFFICIAL COPY

23 426 674

TRUST DEED
SECOND MORTGAGE FORM ILLINOIS

FORM No. 2202
JULY, 1975

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT WITNESSETH That Patricia Pochowicz-----

(hereinafter called the Grantor), of 3108 Pearl, Melrose Park Illinois

for and in consideration of the sum of Seven Thousand Five Hundred Thirty Eight and 48/100--- Dollars

in hand paid CUNVEY AND WARRANT to THE NORTHLAKE BANK-----
of 26 West North Avenue Northlake 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, 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 City of Northlake County of Cook and State of Illinois, to wit:

-----Lot 18 in Block 20 in Midland Development Company's Grand and Wolf Development Co.'s Subdivision of the North East quarter, Section 30, Township 40 North, Range 12, East of the Third Principal Meridian-----

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in this instrument, nevertheless for the purpose of securing performance of the covenants and agreements herein
Witness The Grantor Patricia Pochowicz-----
truly indebted upon -----her----- principal promissory note bearing even date herewith

\$125.64 on the first day of May, A. D. 1976; \$125.64 on the first day of each and every month thereafter for fifty eight months, and a final payment of \$125.64 on the first day of April, A. D. 1981-----

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 prior to the first day of June in each year all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty 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 on said premises shall not be committed or suffered; (5) to keep all buildings, now or at any time on said premises insured in like manner 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 here to the first Trustee or Mortgagee, and, so long as the Trustee herein as the 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 liens, mortgages, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to so insure, or pay taxes or assessments, or to rebuild or restore, or to pay such taxes or assessments or discharge any lien or title affecting said premises or pay all prior mortgages and the interest thereon from time to time, and all taxes or assessments, the Grantor agrees to repay immediately without demand, and the same interest thereon from the date of payment or when the interest thereon 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, become immediately due and payable, and will bear interest thereon from time of such breach at seven 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, together with documentary evidence, stenographer's charges, cost of printing or completing abstract showing the whole title of said premises, including the disbursement decree, shall be paid by the Grantor and the true expenses and disbursements, as incurred by any such party, including 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 the sale of said premises shall have been covered 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 trustee for the Grantor and for the bank, mortgagee, administrators and assigns of the Grantor waives all rights of redemption of and income from, and proceeds 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 other person 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 company is Patricia Pochowicz-----
In the event of the death, removal from Cook County of the grantor, or of his resignation, refusal or failure to act, or of any other cause said first mortgagee has or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second mortgagee in this trust. And when all the aforesaid covenants and agreements are performed, the grantor, his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the Grantor this Twenty-third day of March, 1976-----

Patricia Pochowicz (M.A.I.)

This instrument was prepared by:
Gaza E. Cooke c/o THE NORTHLAKE BANK
26 W. North Ave.,
Northlake, Ill. 60164

UNOFFICIAL COPY

1976 MAR 24 AM 10 26

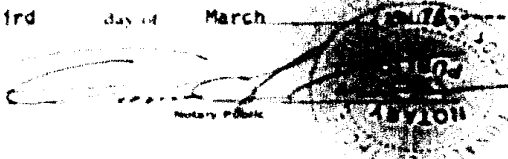
STATE OF ILLINOIS
COUNTY OF COOK

I, Donald L. Thode a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia Pochowicz

personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 twenty-third day of March

(Impress See Here)



Commission Expires Sept. 17, 1978

10⁰⁰

2440574

BOX No. SECOND MORTGAGE Trust Deed	PATRICIA POCHOWICZ	TO THE MORTGAGE BANK 26 W. North Avenue Northlake, Illinois 60164	GEORGE CONLE LEGAL FORDS
--	--------------------	--	-----------------------------

END OF RECORDED DOCUMENT