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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH that Edwin A. Boryczka and Dolores L. Boryczka, his wife

hereinafter called the Grantors of 341 Fern Drive Elk Grove Village Illinois

for and in consideration of the sum of Three Thousand and no/100 Dollars
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank
of 1223 Oakton Street Des Plaines 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 Village of Elk Grove County of Cook and State of Illinois, to wit:

100 777 in Elk Grove Village Section 9 being a Subdivision in Township 41 North, Range 11, East of the Third Principal Meridian as shown on plat recorded July 1, 1960 as document 7897670 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
WITNES: The Grantor Edwin A. Boryczka and Dolores L. Boryczka, his wife

justly indebted upon one principal promissory note bearing even date herewith, payable as a single payment on May 11, 1977 in the amount of \$3,225.00

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The Grantor covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as herein and in said note or notes provided or according to any agreement extending term 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 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 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 be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or see 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 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 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 thereof, or by action 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, costs 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 well as may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, which lien shall have priority over all other liens that may be asserted 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, shall have been paid. This agreement of the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all claims for reimbursement of and recovery from said premises pending such foreclosure proceedings, and agrees that upon the filing of any order of foreclosure this Trust Deed, the assets in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appear a receiver to take possession in charge of said premises with power to collect the rents, issues and profits of the said premises.

The nature of a request of Edwin A. Boryczka and Dolores L. Boryczka, his wife

IN THE EVENT of the death, removal from said Cook County of the grantor, or of his resignation,

refusal or failure to act, or if for any like cause said first successors fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County, is hereby authorized to be second mortgagee in this trust. And when all the aforesaid covenants and agreements are performed, the grantor, by his assignment in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 10th day of May 1976

Edwin A. Boryczka
Dolores L. Boryczka

THIS MORTGAGE IS A SECOND MORTGAGE

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STATE OF Illinois

COUNTY OF Cook

ss.

I, Frank J. Smith III a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edwin A. Boryczka & Dolores L. Boryczka, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of 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 18th day of May, 19 76.

Commission Expires
NOTARY PUBLIC
COOK COUNTY ILLINOIS

[Signature]
Notary Public

18700/11/11/11

THIS INSTRUMENT WAS PREPARED BY
Kenneth F. Koutsky, Attorney
1223 Oakton Street
Des Plaines, Illinois 60018

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SECOND MORTGAGE
Trust Deed

THE DES PLAINES BANK
1223 OAKTON ST.
DES PLAINES, ILL. 60018
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT