

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

23 869 690

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That ROBERT F. GONDEK AND JUNE M. GONDEK, his wife

(hereinafter called the Grantors, of 381 A North 4th Avenue, Des Plaines, Illinois 60016  
(No. and Street) (City) (State)

for and in consideration of the sum of Ninety-One Hundred Seventy & 40/100 (\$9170.40) Dollars  
in hand paid, CONVEY AND WARRANT to Mount Prospect State Bank, a corporation of Illinois  
of 111 East Busse Avenue, Mount Prospect, Illinois 60056 Trustee  
(No. and Street) (City) (State)  
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
lowing 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 Des Plaines County of Cook and State of Illinois, to-wit: That part of Lot 67  
(except the North 52.80 feet thereof) and the North 44 feet of Lot 68 taken as a  
tract, lying South of a line which is 26.98 feet South of the Northwest corner thereof  
(as measured on the West line of said tract) and 27.05 feet South of the Northwest  
corner thereof (as measured on the East line of said tract) in Des Plaines Terrace  
Unit No. 1, a subdivision in part of Lot 2 in Conrad Moehling's Subdivision in the  
West half of Fractional Section 8 and in the East half of fractional Section 7,  
Township 41 North, Range 12, 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 Grantors ROBERT F. GONDEK AND JUNE M. GONDEK, his wife  
justly indebted upon One Installment Note bearing even date herewith, payable  
to the Mount Prospect State Bank in the principal sum of Ninety-One Hundred Seventy &  
40/100 (\$9170.40) Dollars, the said principal and interest to be paid in monthly  
installments of One Hundred Fifty-Two & 84/100 (\$152.84) Dollars on the 5th day of  
May A. D., 1977 and One Hundred Fifty-Two & 84/100 (\$152.84) Dollars on the 5th day  
of each and every month thereafter until said note is paid and except that the final  
payment of principal and interest, if not paid sooner, shall become due on the 5th  
day of April A. D., 1982, with interest after maturity until paid at the rate of  
10.85 per centum per annum.

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 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 of buildings 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 companies acceptable to the holder of the first mortgage indebtedness, with  
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 interests may appear, which  
policies shall be left and remain with the said Mortgagees or Trustees 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 to insure, or pay taxes or assessments, or prior incumbrances or the interest thereon when due, the  
grantor or the holder of said indebtedness, may procure such insurance, 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 eight per cent  
per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 for-  
closure hereof—including reasonable attorney's fees and costs for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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 other 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 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 de-  
cree 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 of 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 with-  
out 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:

IN THE EVENT of death or removal from said Cook County of the grantee, or of his resignation,  
refusal or failure to act, Chicago Title and Trust Company of said County 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 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.

Witness the hand and seal of the Grantor on this 25th day of March, 1977

The Installment Note mentioned in the within Trust Deed has been identified herewith  
under Identification No. 1776  
Mount Prospect State Bank,  
a corporation of Illinois, Trustee  
BY: Robert F. Gondek (SEAL)  
June M. Gondek (SEAL)  
Trust Officer

This instrument was prepared by Mount Prospect State Bank, 111 E. Busse Ave., Mt. Prospect, Ill.  
(NAME AND ADDRESS) 60056

BY: Darrel J. Meacham, Installment Loan Officer

23 869 690

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1977 MAR 30 PM 12 44  
MAR-30-77 346852-0 23869680 A 10.13

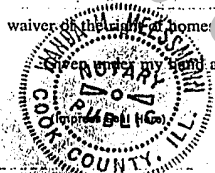
STATE OF Illinois  
COUNTY OF Cook } ss.

Wanda M. Meessmann, a Notary Public in and for said County, in the State of said, DO HEREBY CERTIFY that ROBERT F. GONDEK AND JUNE M. GONDEK, 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 as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

and notarial seal this 25th day of March, 19 77.

Commission Expires July 9, 1977



Wanda M. Meessmann  
Notary Public

18<sup>00</sup>

CT&T  
DJM

BOX No. 818

SECOND MORTGAGE  
Trust Deed

ROBERT F. GONDEK & JUNE M. GONDEK,

his wife

TO

Mount Prospect State Bank, a

corporation of Illinois, Trustee

Property:

381 A North 4th Avenue  
Des Plaines, Illinois  
60016

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT