

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

25546950

Geo E Cole & Co CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Paul R. Salusky (a.k.a.) Raymond P. Salusky, John W. Salusky, & Mercedes Salusky 4428 S. Sawyer

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Six thousand one hundred five & 00/100 Dollars in hand paid CONVEY AND WARRANT to Madison Bank & Trust Company

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 6 and the north 5 feet of lot 7 in block 2 in subdivision of the east part of lot 7 in McCaffery and Murphy's subdivision of the east half of the south east quarter of section 2, township 38 north, range 13, east of the third principal meridian according to th plat thereof recorded March 5, 1876 as document #2354781 in book 69 of plates, page 35 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 PAUL R. SALUSKY (A.K.A.) RAYMOND P. SALUSKY, JOHN W. SALUSKY & MERCEDES SALUSKY justly indebted upon their principal promissory note bearing even date herewith, payable

Madison Bank & Trust Company in the amount of

Six thousand one hundred five & 00/100 (\$6,105.00)-----

in 60 installments of \$101.75 each paid on the same date of each month thereafter until paid. BEGINNING AUGUST 15, 1980 AND CONTINUING UNTIL THE TOTAL NOTE IS PAID IN FULL.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, on 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 sixty days after destruction or damage to or restoration of 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 on 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, with loss clauses attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee or Trustee in 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 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 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 with out den and, 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 interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time at the rate of 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 complainant in connection with the foreclosure of the title of said premises embracing foreclosure decrees 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 proceeding, 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, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may one and without notice to the said grantor, 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 the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then any like cause said first successor fall 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 this 8th day of JULY A. D. 1980 THIS INSTRUMENT WAS PREPARED BY Richard J. Spang ALL STATE LUMBER COMPANY 2939 SOUTH CICERO AVENUE CICERO, ILLINOIS 60650

Paul R. Salusky (A.K.A. Raymond P. Salusky) (SEAL) Mercedes Salusky (SEAL) John W. Salusky (SEAL)

25546950

1980 AUG 13 AM 11 40  
COOK COUNTY ILLINOIS

RECORDED 25546950

State of Illinois  
County of Cook } ss.

AUG-13-80 334047 25546950 A - REC 10.00

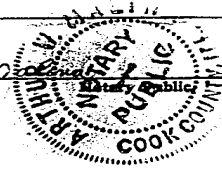
I, Arthur W. Malina

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Paul R. Salusky (a.k.a.) Raymond P. Salusky, John W. Salusky, & Mercedes Salusky

personally known to me to be the same persons whose name 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.

Given under my hand and Notarial Seal, this 8<sup>th</sup> day of JULY A. D. 19 80

Arthur W. Malina



Doc No. 131

SECOND MORTGAGE

# Trust Deed

Paul R. Salusky (A.K.A. Raymond P.)  
~~Mercede-Salusky~~  
John W. Salusky

TO

Madison Bank and Trust Co.

400 W. Madison, Chicago, IL. 60606

Pay to the order of Madison Bank & Trust Co. of Chicago without recourse

By Arthur W. Malina

Title Vice-President

Company All State Lumber Co.

25546950

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT