

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25549990

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That EDWARD J. KOWALSKI, AND DIANE V. KOWALSKI, his wife
(hereinafter called the Grantor), of 13610 Short Drive, Crestwood, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Five Thousand Six Hundred Fifty Seven And 76/100ths Dollars
in hand paid, CONVEY AND WARRANT to ROSANNE M. HUSTON, as Trustee
of 1200 Harger Road Oak Brook Illinois
(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 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 Crestwood County of Cook and State of Illinois, to-wit:

Lot 13 in Block 5 in Crestwood Gardens, a Subdivision of the North West Quarter of the North West Quarter of Section 4, Township 36 North, Range 13, East of the Third Principal Meridian (except the West 225 feet thereof and except the North 200 feet of the East 257.44 feet of the North West Quarter of the North West Quarter of said Section 4) all in Cook County, Illinois.**

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDER OF DEEDS

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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 EDWARD J. KOWALSKI AND DIANE V. KOWALSKI, his wife justly indebted upon one principal promissory note bearing even date herewith, payable

in 48 successive monthly installments commencing on the 26th day of September, 1980 and on the same date of each month thereafter, all except the last installment to be in the amount of \$117.87 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of four years, any extensions or renewals of said loan and any additional advances up to a total amount of Five Thousand Six Hundred Fifty Seven and 76/100ths Dollars.**

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, hereinafter provided, or according to any agreement extending time of payment; (2) to pay within each year all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction, damage to or restoration of 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 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 first Trustee or Mortgagee, and secondly, 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee 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 eight 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 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 the 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, court costs, and disbursements, including the 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 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 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 to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any suit 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 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 of this is: EDWARD J. KOWALSKI AND DIANE V. KOWALSKI, his wife

IN THE EVENT of the death or removal from said DuPage County of the grantee, or of his resignation, refusal or failure to act, Laura G. Adams of said County is hereby appointed to be the acting Recorder of Deeds of said County 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 this 12th day of August 19 80

THIS INSTRUMENT WAS PREPARED BY:
JOSEPH J. GASIOR, Attorney
1200 HARGER ROAD
OAK BROOK, ILLINOIS 60521

Edward J. Kowalski (SEAL)
EDWARD J. KOWALSKI
Diane V. Kowalski (SEAL)
DIANE V. KOWALSKI

This instrument was prepared by _____
(NAME AND ADDRESS)

10.00

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OFFICE

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD J. KOWALSKI AND DIANE V. KOWALSKI, 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.

Given under my hand and notarial seal this 12th day of August, 19 80.

(Impress Seal Here)

Edward J. Kowalski
Notary Public
Cook County, Illinois

Commission Expires 12-19-83

25543990

BOX 533

BOX No.

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

BEN FRANKLIN SAVINGS & LOAN
1200 Harger Road
Oak Brook, Illinois 60521
Consumer loans

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT