

MAIL TO:
GLENVIEW STATE BANK
800 WAUKEGAN ROAD
GLENVIEW, ILL. 60025

UNOFFICIAL COPY

END OF RECORDED DOCUMENT

25575764

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that EUGENE V. OGUREK AND SANTA OGUREK, his wife

(hereinafter called the Grantors, of 30 West Kenilworth, Prospect Heights, Illinois 60070

for and in consideration of the sum of Eighty Five Hundred Fifty-One & 80/100 (\$8551.80) 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

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 Prospect Heights County of Cook and State of Illinois, to-wit: The East 123 feet of Lot 7 in Smith and Dawson's 6th Addition to Country Club Acres Prospect Heights being a Subdivision in the West half of the North West quarter of Section 22, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

T45173

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5c) for each dollar (\$1) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors EUGENE V. OGUREK AND SANTA OGUREK, his wife justly indebted upon One Installment Note

to the MOUNT PROSPECT STATE BANK in the principal sum of Eighty Five Hundred Fifty-One & 80/100 (\$8551.80) Dollars, the said principal and interest to be paid in monthly installments of One Hundred Forty-Two & 53/100 (\$142.53) Dollars on the 10th day of October A. D., 1980 and One Hundred Forty-Two & 53/100 (\$142.53) Dollars on the 10th 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 10th day of September A. D., 1985, with interest after maturity until paid at the rate of 14.94 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 or damage to rebuilt or to repair 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 grantor 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, with 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 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 or 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 hereof 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 foreclosure hereof—including reasonable attorney's fees—attorneys 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 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 released 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 claims to the 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 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 receiver is Cook County of the grantee, or of his resignation, refusal or failure to accept, 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 S and seal S of the Grantor S this 27th day of August 1980
The Installment Note mentioned in the within Trust Deed has been identified herewith Eugene V. Ogurek (SEAL)
under Identification No. 2568 Santa Ogurek (SEAL)
MOUNT PROSPECT STATE BANK, Santa Ogurek
a corporation of Illinois, Trustee
BY: Thomas E. May, Trust Officer
This instrument was prepared by MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill.
(NAME AND ADDRESS) 60056
BY: Thomas E. May, Vice President

MORTGAGE OFF: 10.00
25575764

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney R. Olson
RECORDER OF DEEDS

1980 SEP -9 AM 10:16

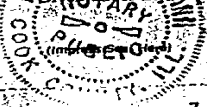
25575764

STATE OF Illinois
COUNTY OF Cook

I, Wanda M. Meessmann, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that EUGENE V. OGUREK AND SANTA OGUREK, his wife

personally known to me to be the same person^s whose name^s 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 27th day of August, 19 80



Wanda M. Meessmann
Notary Public

Commission Expires 7-9-81

7-1771-9
25575764
CIST
TEX
BOX No. 15
SECOND MORTGAGE
Trust Deed

EUGENE V. OGUREK AND SANTA OGUREK,
his wife-----
TO
MOUNT PROSPECT STATE BANK, a
corporation of Illinois, Trustee-----
PROPERTY:

300 West Kenilworth
Prospect Heights, Illinois
60070

Please return document to:
MOUNT PROSPECT STATE BANK
111 E. Busse Avenue
Mt. Prospect, IL 60056

Or Box 15

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT