

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

GEORGE E. COLE  
LEGAL FORMS

25616238

THIS INSTRUMENT, WITNESSETH, that  
**FRANK M. TURUCZ AND BONNIE L. TURUCZ, his wife**  
 hereinafter called the Grantor), of **3826 So. Gunderson Berwyn,** Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of **Forty Thousand Forty-Six and 40/100ths** Dollars  
 cash paid, **OSNEY 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 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 **Berwyn** County of **Cook** and State of Illinois, to-wit:

The South 1/2 of the South 50 feet of the East 123.27 feet of  
 Lot 5 in Block 61 in Oliver L. Watson's Ogden Avenue Addition  
 to Berwyn in Section 31, Township 39 North, Range 13 East of  
 the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY ILLINOIS  
RECORDS & CLERK

RECORDS & CLERK

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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 **Frank M. Turucz and Bonnie L. Turucz, his wife**  
 justly indebted upon **one** principal promissory note bearing even date herewith, payable

in **180** successive monthly installments commencing on the **19th**  
 day of **November, 1980** and on the same date of each month there-  
 after, all except the last installment to be in the amount of  
**\$222.48** 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 **fifteen** years, any extensions or  
 renewals of said loan and any additional advances up to a total  
 of **Forty Thousand Forty-Six and 40/100ths** Dollars.

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 each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after notification 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 first Trustee or Mortgagee, and, second, to the Trustee herein; 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 the charge 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 moneys 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 holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, which may be recoverable by foreclosure thereof, or by suit at law, in 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, outlay 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 costs, expenses and disbursements, occasioned by an action or proceeding wherein the grantee or any holder of any part of said indebtedness, or 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 judgment or may be recovered in such foreclosure proceedings; when 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 or 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 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 on which **Frank M. Turucz and Bonnie L. Turucz, his wife**  
 IN THE EVENT of the death, removal from said **DuPage** County of the grantee, or of his resignation, refusal or failure to act, then **Laura G. Adams** 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 this **4th** day of **October**, 19 **80**.

THIS INSTRUMENT WAS PREPARED BY  
**JOSEPH J. GASCARD**  
 1200 HARGER ROAD  
 OAK BROOK, ILLINOIS

**Frank M. Turucz** (SEAL)  
**Bonnie L. Turucz** (SEAL)

This instrument was prepared by \_\_\_\_\_  
 (NAME AND ADDRESS)

25616238

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 Frank M. Turucz and Bonnie L. Turucz, 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 4th day of October, 19 80.

(Impress Seal Here)

Commission Expires 12-19-83



800241992

BOX 533

BOX No.

SECOND MORTGAGE

Trust Deed

TO

Mail To:

Ben Franklin Savings & Loan Assn.

1200 Harger Road

Oak Brook, Illinois 60521

Consumer Loan Dept.

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT