

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

25651547

THIS INDENTURE, WITNESSETH, That George A. Lusinski and Dori M. Lusinski, his wife

(hereinafter called the Grantor), of the Village of Park Forest County of Cook
and State of Illinois for and in consideration of the sum of
Three Thousand Eight Hundred Fifty Three and 80/100 Dollars

in hand paid, CONVEY S. AND WARRANT S. TO Park Forest Federal Savings and Loan, A Division of Joliet Federal Savings and Loan Association, of the Village of Park Forest County of Cook and State of Illinois, and to its 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 and fixtures thereon, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Park Forest County of Cook and State of Illinois, to-wit:

Lot 27 (excepting the Westerly 10 feet thereof) and the Westerly 20 feet of Lot 28 in Block 2 in Village of Park Forest Area Number 1, being a Subdivision of part of the Northwest 1/4 and the Northeast 1/4 of Section 30, Township 35 North, Range 14 East of the Third Principal Meridian lying South of the South right of way of the Elgin, Joliet and Eastern Railroad according to the plat thereof recorded in the Records Office of Cook County, Illinois on June 25, 1951, as Document 15107641 in Cook County, Illinois.

10.00

A-0009435

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Whereas, The Grantor George A. Lusinski and Dori M. Lusinski, his wife justly indebted upon that certain promissory note bearing even date herewith, in the amount of 3,853.80 Dollars, to be paid in 60 monthly installments of 64.3 Dollars each beginning on the 1st day of December 19 80

COOK COUNTY, ILLINOIS
FILED FOR RECORD

John R. Olson
RECORDER OF DEEDS

1980 NOV -5 PM 12:20

25651547

25651547

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 prior to the first day of May 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 real estate or to 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, which 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 Mortgagee 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 purchase any tax lien, all the affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor shall repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum, shall be an 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 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, or by any other means permitted by law, or both, the same as if all said indebtedness had then matured by express terms.

It is Agreed by the Grantor that all expenses and disbursements paid or incurred by the plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, and notary's charges, cost of procuring or completing abstract, showing the whole title of said premises embracing all liens and encumbrances—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 shall the same be stayed, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor hereby agrees to indemnify and hold 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 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 profit of the said premises.

When all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, or receiving his reasonable charges.

Witness the hands and seal of the Grantor S. this 25th day of October 19 80

This document was prepared by:
Susan R. Swain/Park Forest Federal
Savings and Loan
4 Plaza, Park Forest, Illinois 60466

George A. Lusinski
Dori M. Lusinski

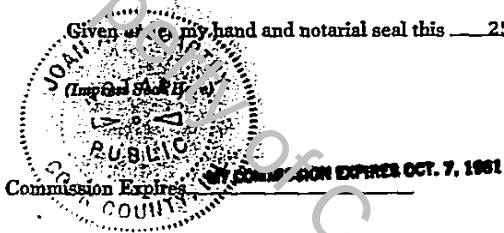
George A. Lusinski
Dori M. Lusinski (SEAL)

UNOFFICIAL COPY

State of Illinois ss.
County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George A. Lusinski and Dori M. Lusinski, his wife personally known to me to be the same persons whose names 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 set forth, including the release and waiver of the right of homestead.

Given at my hand and notarial seal this 25th day of October, 1980.



Joan A. McCarthy
Notary Public

25651547

25651547

BOX 533

**SECOND MORTGAGE
Trust Deed**

TO

read to:

Park Forest Federal Savings & Loan
4 Plaza
Park Forest, Illinois 60466

END OF RECORDED DOCUMENT