

# UNOFFICIAL COPY

25679477

TRUST DEED  
SECOND-MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That \*THOMAS G. BARKULIS & KATHLEEN BROOKS-BARKULIS,  
HIS WIFE\*

(hereinafter called the Grantor), of 1318 Fernandez Court, Arlington Heights, ILL 60005  
(No. and Street) (City) (State)

for and in consideration of the sum of \*Forty-Thousand and 00/100\* Dollars  
in hand paid, CONVEY AND WARRANT to NORTHWEST TRUST & SAVINGS BANK  
of 311 South Arlington Heights Road, Arlington Heights, ILL 60005  
(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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village  
of Arlington Heights County of Cook and State of Illinois, to-wit:

\*LOT 242 IN REALCOA SUBDIVISION IN ARLINGTON HEIGHTS SECOND  
ADDITION, BEING A SUBDIVISION IN SECTION 9, TOWNSHIP 41  
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 Thomas G. Barkulis & Kathleen Brooks-Barkulis  
justly indebted upon an installment principal promissory note, ~~XXXXXX XXXX XXXX XXXX XXXX~~  
dated September 5, 1980, in the amount of Forty-Thousand and 00/100  
dollars maturing on or before September 5, 1985, and any and all re-  
newals or additional advances.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as such, 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 destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed; (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 Trust 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 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 pay 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 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 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, out-of-pocket 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 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 his 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 suit 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 owner is:

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then \_\_\_\_\_ 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 S this 14th day of November, 1980

Thomas G. Barkulis (SEAL)  
THOMAS G. BARKULIS

Kathleen Brooks-Barkulis (SEAL)  
KATHLEEN BROOKS-BARKULIS

THIS INSTRUMENT WAS PREPARED BY

WILFRED G. WOLF

This instrument was prepared by

NORTHWEST TRUST & SAVINGS BANK  
ARLINGTON HEIGHTS, ILLINOIS 60005

1980 NOV 24 PM 13:47

NOTARY PUBLIC

RECORDED

STATE OF ILLINOIS

COUNTY OF COOK

NOV-24-80 374251

25679477 A - REC

10.15

I, CAROL LYNN JUNG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \*THOMAS G. BARKULIS AND KATHLEEN BROOKS-BARKULIS\*

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 14th day of November 19 80



Carol Lynn Jung, Notary Public

10:20 MAIL

25679477

25679477

Form with fields for BOX No., SECOND MORTGAGE Trust Deed, TO, and address: Querrey, Harrow 135 S. La Salle Chgo, IL

