

# UNOFFICIAL COPY

25733111

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INSTRUMENT, WITNESSETH, That Alex Kritikos and Tina Kritikos, his wife  
 (hereinafter called the Grantor), of 2920 West Rascher Chicago Illinois  
 (NUMBER AND STREET) (CITY) (STATE)  
 for and in consideration of the sum of Forty Five Thousand and no/100----- (\$45,000.00)  
 Dollars  
 in hand paid, CONVEY AND WARRANT to Commercial National Bank of Chicago  
 of 4800 N. Western Chicago, Illinois,  
 (NUMBER AND STREET) (CITY)  
 and to his successors in trust hereafter 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 City  
 of Chicago County of Cook and State of Illinois, to-wit:

Lots 23 and 24 in Block 2 in Hull's Subdivision of Block 7 (except the  
 North 122 feet of the East 123 feet of said Block 7) in Brand's Subdivision  
 of the North East quarter of Section 26, Township 40 North, Range 13, 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 (s) Alex Kritikos and Tina Kritikos, his wife  
 justly indebted upon their principal promissory note bearing even date herewith, payable  
 January 2, 1982 with interest payable quarterly beginning April 1, 1981.

If there shall be any change in ownership of the premises covered hereby without the  
 consent of the holder of the Note secured by this Trust Deed, the entire principal  
 balance and all accrued interest shall become due and payable at the election of the  
 holder of the Note and foreclosure proceedings instituted thereon. A Lease with  
 option to purchase, a contract to sell the real estate, or an assignment in part or  
 in whole of the beneficial interest in a Land Trust owning the real estate shall be  
 deemed a change in ownership for the purposes of this covenant.

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, on according to any agreement extending time of payment; (2) to pay prior to the due date 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 repair 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 approved by the grantor herein, 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 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 grantor  
 or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, 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 the maximum rate provided by law and shall  
 be so much 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, be immediately due and payable, and with interest thereon  
 from time of such breach at the maximum rate provided by law and 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, outlays 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 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 release hereof given, until 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 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 on said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook 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 grantor 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 10th day of January, 1981.

Alex Kritikos (SEAL)  
 Alex Kritikos

Tina Kritikos (SEAL)  
 Tina Kritikos

Identification No. \_\_\_\_\_

This is to certify that this is the Trust Deed described in note  
 of even date.

COMMERCIAL NATIONAL BANK OF CHICAGO

By Joseph G. Glab TRUSTEE

This Instrument Prepared by:  
 Antonia Smyrniotis  
 Commercial National Bank of Chicago  
 4800 N. Western, Chgo, Il

# UNOFFICIAL COPY

1981 JAN 12 PM 2 15

STATE OF ILLINOIS

COUNTY OF COOK

JAN 12 1981 3 8 46 51

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10.00

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alex Kritikos and Tina Kritikos, his wife

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this 10th day of January, 1981, free and voluntary 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 10th day of January, 1981.

(Impress Seal Here)

My Commission Expires April 13, 1983

Commission Expires \_\_\_\_\_

Jessie A. Kozlowski  
Notary Public



BOX NO. 200

SECOND MORTGAGE

**Trust Deed**

ALEX & TINA KRITIKOS

COMMERCIAL NATIONAL BANK OF CHICAGO  
TO

25753111

END OF RECORDED DOCUMENT