

TRUST DEED
SECOND MORTGAGE FOR A (Illinois)

FORM No. 2202
September, 1975

25755944

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH That NORTHWEST NATIONAL BANK OF CHICAGO, a national banking association, of Chicago, Illinois, its successor or successors, as trustee under a trust agreement dated October 28, 1980, and known as Trust Number 6037 (hereinafter called the "Grantor") Dollars for and in consideration of the sum of ten and no/100ths (\$10.00) Dollars in hand paid, CONVEY S AND GRANTOR FOR MIROSLAV MILINKOVICH, of 4330 North Ridgeway, Chicago, Illinois 60618 (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 everything 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:

Lot 23 in Block 26 in the subdivision of Blocks 1 to 31, both inclusive in W.B. Walkers Addition to Chicago, in the South West 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent tax number: 13-14-333-025

11.00

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 is principal promissory note bearing even date herewith, payable justly indebted upon one (1) installment as follows: Sixty-Six Dollars and Eight Cents (\$66.08) on the 1st day of December, 1980; Sixty-Six Dollars and Eight Cents (\$66.08) on the 1st day of each month thereafter for twenty-four (24) consecutive months, and a final payment of the then outstanding principal due hereunder on the 31st day of December, 1980 with interest on the balance of principal remaining from time to time unpaid at the rate of ten percent (10%) per annum, payable on the due dates for installments of principal as aforesaid.

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 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 grantor, who is hereby authorized to place such insurance in companies acceptable to the Trustee herein as their interests may appear, with loss clause attached payable first to the first Trustee or Mortgagee, and secondly to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee 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 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 repay immediately without demand, and the Trustee 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 thereof, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured, 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, or any holder of any part of said indebtedness, and the like 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, and the like 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, and 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 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 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.

IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then SPOMENKA MILINKOVICH 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 and seal of the Grantor this 7th day of November, 1980.
NORTHWEST NATIONAL BANK OF CHICAGO, a national banking association, of Chicago, Illinois, its successor or successors, as trustee under a trust agreement dated October 28, 1980, and known as Trust Number 6037
Its Assistant Secretary: [Signature]
By: [Signature] Trust Officer

This instrument was prepared by JOHN D. ENGLISH
c/o Silvestri, Mahoney, English & Zdeb
33 N. Dearborn, #2424, Chicago, IL 60602

Vertical handwritten notes on the left margin: "PART # NS-156 577 107", "recreation rider is herein", and "Cook County".

Vertical handwritten number "25755944" on the right margin.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Attachment rider is incorporated

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the NORTHWEST NATIONAL BANK OF CHICAGO or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Ann Burke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS A. BARR, Trust Officer and FLORENCE J. HAUG, Assistant Secretary

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.

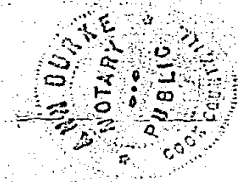
Given under my hand and notarial seal this 7th day of November, 19 80

(Impress Seal Here)

Ann Burke
Notary Public

Commission Expires February 26, 1984

MY COMMISSION EXPIRES
FEBRUARY 26, 1984



25755944

Richard M. Blain
RECORDER OF DEEDS
25755944

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1981 JAN 29 PM 12:54

BOX No. 15
SECOND MORTGAGE
Trust Deed

NORTHWEST NATIONAL BANK OF

CHICAGO, as trustee
TO

MIROSLAV MILINKOVICH

MAIL TO:

SAUFORD KANU
180 N. LA SALLE
CHICAGO, 60601

GEORGE E. COLE
LEGAL FORMS