

Property of Cook County Clerk's Office

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

26502269

THIS INDENTURE WITNESSETH, That Thomas F. Egofske and
Patricia A. Egofske, his wife

(hereinafter called the Grantor), of
10703 W. Grand Ave., Melrose Park, Illinois

(City and Street) (City) (State)
for and in consideration of the sum of Seven Thousand Seven Hundred
Seventy-Eight and 92/100 Dollars

in hand paid, CONVEY AND WARRANT to
The NORTHLAKE BANK
of 26 W. North Avenue Northlake Illinois

(City and Street) (City) (State)
as Trustee, and to his successors in trust hereinafter named, 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 County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

*****That part of the Northeast Quarter of Section 29, Township 40 North,
Range 12, East of the Third Principal Meridian described as follows: to wit:
Beginning at a point in the South line of said Northeast Quarter, 845 ft.
East of the Center of said Section; thence North along a line parallel with
the West line of said Northeast Quarter, 518.84 ft more or less to the center
line of Grand Avenue; thence easterly along the center line of Grand
Avenue, 114 ft. more or less to the point of intersection of said center line
of Grand Avenue with the center line (extended) of a dedicated public road
(66 feet wide); thence South along the center line of said Public Road,
512.84 ft. more or less to the South line of said Northeast Quarter, thence
West along said Quarter Section line, 114 ft. to the point of beginning
(except the South 327.5 ft. thereof, also excepting from said premises the
North 50 ft. as measured at right angles to the center line of said Grand
Avenue), in Cook County, Illinois.*****

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Property of Cook County

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 justly indebted upon THE principal promissory note bearing even date herewith, payable

***** \$104.97 on the first day of March, A.D. 1983; \$104.97 on the first day of each and every month thereafter for thirty-four months, and a final payment of \$104.97 on the first day of February, A.D. 1986.*****

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as hereinafter 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 and 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 secure 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 to the first Trustee or Mortgagee, as a second, to the Trustee herein as their interests may appear, which policies shall be kept 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 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 repay immediately without demand, and the same with interest thereon from the date of payment at 14.90 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 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 14.90 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, 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 document preparation, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure proceedings 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 proceedings, 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 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 Thomas F. and Patricia A. Egofske

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 The Chicago Title Insurance Company 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 of 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.

This trust deed is subject to n o n e

Witness the hand, S. and seal of the Grantor this 26th day of January, 1983

Please print (or type names) below signature(s)

Thomas F. Egofske (SEAL)
THOMAS F. EGOFSKE
Patricia A. Egofske (SEAL)
PATRICIA A. EGOFSKE

This instrument was prepared by Gaza E. Cooke, 26 W. North Ave., Northlake, Illinois 60164 (NAME AND ADDRESS)

UNOFFICIAL COPY

1983 FEB 9 PM 2 25

STATE OF ILLINOIS FEB 9 1983 705908 26502269 11.00
COUNTY OF COOK

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas F. Egofske and Patricia Egofske, his wife

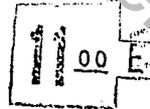
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and official seal this twenty-eighth day of January, 1983

[Signature]
Notary Public

Commission Expires Sept. 17, 1988



IRON No. _____
SECOND MORTGAGE
Trust Deed

THOMAS F. EGOFSKE
AND
PATRICIA A. EGOFSKE
TO
The NORTHLAKE BANK (4472)
26 W. North Avenue
Northlake, Illinois 60164

26 FEB 1983
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT