

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26671810

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Joseph Marek, divorced and not since remarried.

(hereinafter called the Grantor), of 4245 Clausen, Western Springs, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty-Three Thousand Seven Hundred Thirty-Three & 60/100 Dollars in hand paid, CONVEYS AND WARRANTS to Park National Bank of Chicago of 2958 N. Milwaukee Avenue, Chicago, Illinois (No. and Street) (City) (State) and 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 and Lot 24 (Except the North 50 feet thereof) in Block 15 in Martins Addition to Field Park a Subdivision in the East 3/8 of the West 1/2 of Section 5, Township 38 North, Range 12 East of the Third Principal Meridian and Part of the South West 1/4 of Section 32, Township 39 North, Range 12 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 Joseph Marek, divorced and not since remarried, justly indebted upon Installment principal payments note, bearing even date herewith; payable in 59 installments of \$395.56 each and a final installment of \$395.56, beginning on July 23, 1983, and continuing on the same day of each successive month thereafter until fully paid.

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 no 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, 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 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 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 hereon 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 an eight per cent per annum shall be so much additional indebtedness secured hereby.

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 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 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: Joseph Marek
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 Joseph Marek 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, this 23rd day of June, 1983

Joseph Marek (SEAL)
Joseph Marek (SEAL)

This instrument was prepared by Park National Bank of Chicago 2958 N. Milwaukee Ave. Chgo., IL
By: M. Schulte (NAME AND ADDRESS)

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Mary A. Schulte, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Marek, divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 23rd day of June, 19 83



Mary A. Schulte
Notary Public

26671810

Identification # 1594

Park National Bank of Chicago

P. J. McElwain
Assistant Vice President

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BOX No. 480

SECOND MORTGAGE
Trust Deed

Joseph Marek

4245 Clausen, Western Springs, IL
TO

Park National Bank of Chicago

2958 N. Milwaukee Ave. Chgo., IL

26671810

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT