

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26835702

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Denis Paluch and Kathleen Paluch, husband and wife

(hereinafter called the Grantor), of 1822 W. Lunt Chicago IL
(No. and Street) (City) (State)

for and in consideration of the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars
in hand paid to CONVEY AND WARRANT to Avenue Bank & Trust Company of Oak Park
of 104 W. Oak Park Avenue Oak Park IL
(No. and Street) (City) (State)

and to his interest 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 18 in Block 24 in Rogers Park in the North East 1/4 of Section 31 Township 41 North, Range 14, 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 Denis Paluch and Kathleen Paluch, husband and wife justly indebted upon \$100,000 principal promissory note bearing even date herewith, payable upon demand.

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 repair 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 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 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 of 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 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 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, 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, costs 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: Denis Paluch and Kathleen Paluch, husband and wife

Witness the hand and seal of the Grantor S this 20th day of October, 19 83

Denis Paluch (SEAL)

Kathleen E. Paluch (SEAL)
Kathleen E. Paluch

This instrument was prepared by Mr. Evan M. Kiellenberg, 3 First National Plaza, Ste. 3700
Chicago, IL (NAME AND ADDRESS) 60602

Office of Cook County Clerk of Mortgages

26835702

UNOFFICIAL COPY

25 OCT 03 11 44

RECORDED

STATE OF Illinois

COUNTY OF Cook

OCT-25-83

SS. 784450

26835702 A - REC

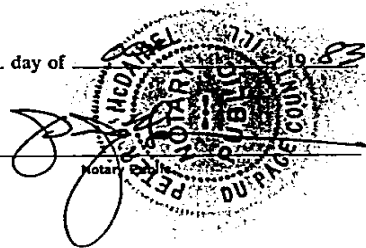
10.00

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Denis Paluch and Kathleen Paluch, husband and 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 redemption.

Given under my hand and notarial seal this 18th day of

(Impress Seal Here)



Commission Expires 12-29-86



BOX No. 279

SECOND MORTGAGE

Trust Deed

TO

26835702

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT