

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.

THIS INSTRUMENT WITNESSETH, That Barbara Antiporek  
N/K/A Barbara Barta  
(hereinafter called the Grantor), of 333 North Wolf  
Road Hillside, Illinois  
(No and Street) (City) (State)  
for and in consideration of the sum of Seventy thousand and no/100 Dollars  
in hand paid, COME BY S AND WARRANT S to Vlasta Barta  
of 2305 South 6th Court Cicero Illinois  
(No and Street) (City) (State)

26660997

as Trustee, and to his successor, in trust hereinafter named, the following described real estate, with the improvement 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:  
Lot 5 in Block 1 in Hillside Manor, a Subdivision in the North half of the North West quarter of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded October 5, 1945, as document 13618749, 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 is justly indebted upon a principal promissory note bearing even date herewith, payable in installments of \$100.00 per month from June 15, 1983 to July 15, 2000.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as therein 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, 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 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 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 0 per cent per annum shall be such 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 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 0 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 proceedings including reasonable attorney's fees, outlays for document 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 said premises.

The name of a record owner Barbara Antiporek n/k/a Barbara Barta

IN THE EVENT of the death, ~~incapacity~~ incapacity of the grantee, or of his resignation, refusal or failure to act, then Barbara Antiporek n/k/a Barbara Barta 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 \_\_\_\_\_

Witness the hand and seal of the Grantor this 4th day of November, 19 83

Please print or type name(s)  
of the signature(s)

Barbara Antiporek  
Barbara Antiporek n/k/a Barbara Barta  
n/k/a Barbara Barta

This instrument was prepared by Smith & Tandle 206 W. Irving Park Road, Bensenville, Ill.

SENT TO:

(NAME AND ADDRESS)

2016

26660997

STATE OF Illinois )  
COUNTY OF Cook ) ss. 795046 26860997 A - REC 10.20

I, Michael T. Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barbara Antiporek N/K/a Barbara Barta

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 she signed, sealed and delivered the said instrument as her 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 4th day of November

(Impress Seal Here)

*Michael T. Smith*  
Notary Public

Commission Expires December 5, 1985

14 NOV 85 2:12

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TO \_\_\_\_\_

SENT TO:  
SMITH & TANDL  
206 W. ILLINOIS PK  
BOX 322  
BENSenville, ILL  
60106

11/11/85  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT