

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April, 1980

26007972

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

COOK COUNTY, ILLINOIS  
RECORDED FOR RECORD

*Sidney H. Olson*  
RECORDER OF DEEDS

1981 SEP 23 PM 2:54

26007972

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

THIS INSTRUMENT WITNESSETH, That MORRIS LEWKOWICZ AND RIVIAN LEWKOWICZ, HIS WIFE

(hereinafter called the Grantor), of 7439 N. Kenton, Skokie, Illinois

for and in consideration of the sum of FIFTEEN THOUSAND THREE HUNDRED SEVEN AND 41/100ths Dollars

in hand paid, COVEY AND WARRANT to ROSANNE M. HUSON, AS TRUSTEE

of 1200 Harger Road, Oak Brook, Illinois

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 and State of Illinois, to-wit:

Lot 7 in Kream and Dato's Kostner and Birchwood Avenue "L" Subdivision of Section 27, Township 41 North, Range 17, East of the Third Principal Meridian in Cook County, Illinois.

Above Space For Recorder's Use Only

Hereby releasing and waiving all rights under and by virtue of the non-vested 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 one principal promissory note bearing even date herewith, payable in 60 successive monthly installments commencing on the 29th day of October, 1981 and on the same date of each month thereafter, all except the last installment shall be in the amount of \$143.43 each and said last installment shall be in the amount of \$6895.04. It is intended that this instrument shall also secure for a period of five years and extensions or renewals of said loan and said additional advances up to a total amount of Fifteen Thousand Three Hundred Seven and 41/100ths Dollars.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when due, 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 of 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 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 17.66 per cent per annum shall be so repaid, 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 to time at each at 17.66 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, outlays for document preparation, evidence, stenographer's charges, cost of procuring or completing abstract showing and 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 is MORRIS LEWKOWICZ AND RIVIAN LEWKOWICZ HIS WIFE

IN THE EVENT of the death or removal from said DUPAGE County of the grantee, or of his resignation, refusal or failure to act, then

VIRGIL T. STUTZMAN 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 FINAL TITLE SEARCH

Witness the hand and seal of the Grantor this 19th day of September, 19 81

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

*Morris Lewkowicz* (SEAL)  
MORRIS LEWKOWICZ

*Rivian Lewkowicz* (SEAL)  
RIVIAN LEWKOWICZ

This instrument was prepared by JOSEPH J. GASIOR 1200 Harger Road, Oak Brook, Illinois 60521  
(NAME AND ADDRESS)

109873

10.00

26007972

STATE OF ILLINOIS )  
COUNTY OF DuPage ) ss.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MORRIS LEWKOWICZ AND RIVIAN LEWKOWICZ HIS WIFE personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 19th day of September, 19 81



Mary Jo Carroll  
Notary Public

BOX No. 26007972

SECOND MORTGAGE  
**Trust Deed**

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TO

MAIL TO:  
BEN FRANKLIN SAVINGS & LOAN  
1200 Harger Road  
Oak Brook, Illinois 60521  
Consumer Loans

GEORGE E. COLE®  
LEGAL FORMS