

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

26071359

THIS INDENTURE, WITNESSETH, That VICTOR ECIKOVICH, JR. AND CHARLOTTE ECIKOVICH,
HIS WIFE
 (hereinafter called the Grantor), of 5622 N. Menard Chicago Illinois
 (No. and Street) (City) (State)

for and in consideration of the sum of Twenty Five Thousand Dollars and no/100 Dollars
 in hand paid, CONVEY^S AND WARRANT^S to First National Bank of Wheeling
 of 125 McHenry Road Wheeling Illinois
 (No. and Street) (City) (State)

and to 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 33 except South 1/4 thereof and Lot 34 in Block 10 in Mills and Vesens Gladstone Park addition, being a subdivision of parts of Sections 5 and 8, Township 40 North, Range 17, East of the Third Principal Meridian, Cook County: Commonly known as 5622 North Menard street, Chicago, 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 S VICTOR ECIKOVICH, JR. AND CHARLOTTE ECIKOVICH, HIS WIFE,
 justly indebted upon their principal promissory note bearing even date herewith, payable

in 90 days and any and all extensions or renewals hereof in whole or in part, and also any other indebtedness or liabilities now existing or hereafter arising due or to become due, absolute or contingent, and whether several joint, or joint several, of the Debtor to Bank, including future advances on 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, or 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 waste on 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, 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 eight 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 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, days 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 against 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 his 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 suit 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 receiver is: VICTOR ECIKOVICH, JR. AND CHARLOTTE ECIKOVICH, HIS WIFE
COOK County of the grantee, or of his resignation.

IN THE EVENT of the death or removal from said Chicago Title and Trust Company of said County is hereby appointed to refusal or failure to act, then Chicago Title and Trust 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 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^S this 24th day of November, 1991

[Signature] (SEAL)
[Signature] (SEAL)
 Charlotte E. Ekiovich

This instrument was prepared by Wanda I. Cecala 125 McHenry Road Wheeling, Illinois 60090
 First National Bank of Wheeling (NAME AND ADDRESS)

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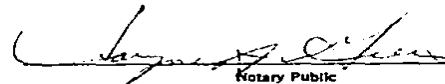
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Jayne A. Giers, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VICTOR FCIMOVICH, JR. AND CHARLOTTE FCIMOVICH, 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 notarial seal this 24th day of November, 1981.

(Impress Seal Here)


My Commission Expires Sept. 6, 1983
Commission Expires


Notary Public
(Jayne A. Giers)

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NOV-27-81 559866 8807135 10.00



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| BOX No. | SECOND MORTGAGE Trust Deed | TO |  | 26 071 359 |
|---------|--------------------------------------|----|--|------------|

END OF RECORDED DOCUMENT