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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 INDENTURE WITNESSETH That Robert S. Sulak, divorced
and not remarried and Joan R. Bercyn, divorced and
and not remarried (hereinafter called the Grantor), of 7654 Knox
Skokie, Ill. 60076
(No. and Street) (City) (State)

26187168

for and in consideration of the sum of \$20351.40 Dollars,
(Amount) (State)

in hand paid to Cook County AND WARRANT to First National
Bank of Skokie
of 500 Lincoln Skokie, Ill. 60077
(City) (State)

Above Space For Recorder's Use Only

as Trustee, and to his assigns 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:

PARCEL 1: (A) The North 37.83 feet and (B) (except the North 99.66 Feet) the West 15.61 feet of the following described tract: that part of Lots 1 and 2 taken as a tract, lying East of a line drawn from a point in the North line of Lot 2, 17 feet West of the North East corner of said Lot 2, to a point in the South line of said Lot 2, 14.45 feet West of the South East corner of said Lot 2, all being in Block 2 in Krenn and Dato's Howard Lincoln Cicero Parkview Addition, being a Subdivision of part of the South half of the South West Quarter of the North West Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded as Doc. 9532-1, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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PARCEL 2:

Easements for the benefit of Parcel 1 as set forth in Declaration made by Joseph H. Anderson Homebuilders, Incorporated, a corporation of Illinois, dated June 15, 1956 as recorded June 18, 1956 as Document number 1613218 and as created by deed from said declarant to Edmund F. Bercyn and Joan Bercyn, his wife, dated September 1, 1956 and recorded December 27, 1956 as Document Number 16788742 for Ingress and Egress and Public Utilities including water and sewer over, under, and across the following described parcels:

(A) The East 10 Feet of that part of Lots 2 to 11 taken as a tract, lying West of a line drawn from a point in the North Line of Lot 2, 12 Feet West of the North East corner of Said Lot 2 to a point in the South Line of Said Lot 2, 9.45 Feet West of the South East corner of Lot 2 (Except therefrom that part thereof falling in Parcel 1(A) Aforesaid), all being in Block 2 in Krenn and Dato's Howard Lincoln Cicero Parkview Addition, being a Subdivision of part of the South ½ of the South West ¼ of the North West ¼ of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded as Document Number 9532784 in Cook County, Illinois.

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Property of Cook County

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 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 of prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may prosecute 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ 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 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 the date of such breach at _____ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, 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 documentary evidence, stenographer's charges, cost of procuring or completing abstracts, copying the whole title of said premises embracing foreclosure decrees, 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 the 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release held of person, 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 _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 ^S and seal ^S of the Grantor this 19th. day of March 1982. 26187168

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

Robert D. Sullivan (SEAL)
Jean R. Berwyn (SEAL)

This instrument was prepared by First National Bank of Skokie 8001 Lincoln Skokie, Il. 60077 (NAME AND ADDRESS)

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1982 MAR 30 PM 1 18

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RECORDED

STATE OF ILLINOIS
COUNTY OF COOK
MAR 30 1982 6 01 9 55 26187168 REC 11.00

I, Dorothy Young, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert S. Sulak, divorced and not remarried and Joan P. Bercyn, divorced and not remarried 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 official seal this 19th day of March, 1982.

(Impress Seal Here)

Dorothy Young
Notary Public

Commission Expires 7/31/83



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BOX No.

SECOND MORTGAGE

Trust Deed

ROBERT SULAK & JOAN BERCYN

TO

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT