

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26386953

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That PETER C. KITOWSKI

(hereinafter called the Grantor), of 2098 Sherwin Avenue, Des Plaines, Illinois (State)

for and in consideration of the sum of Forty-two Hundred and no/100ths (\$4,200.00) Dollars  
in hand paid, CONVEY AND WARRANTS to FRANK WEISS  
of 77 West Washington Street, Suite 1408, Chicago, Illinois 60602 (State)

and to his successor 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 Des Plaines County of Cook and State of Illinois, to-wit:

Lot 11 in Block 8 in Burgess Resubdivision of Lots 1 through 14 and Lots 19 through 23 in Block 8; Lots 1 through 12 and Lot 31 in Block 9 together with vacated alleys in Blocks 8 and 9 and that part of vacated Jarvis Avenue lying North of and adjoining Block 8 in Oliver Salinger and Company's Toughy Avenue Subdivision of part of the South Half of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 2098 Sherwin Avenue, Des Plaines, Illinois.

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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 PETER C. KITOWSKI principal promissory note bearing even date herewith, payable justly indebted upon \$4,200.00

to FRANK WEISS, upon the sale of that house located at 2098 Sherwin Avenue, Des Plaines, Illinois or in the event it is otherwise disposed of That said promissory note is hereby incorporated into and made a part of this Agreement.

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 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, secondly 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 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 together 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 and become due and payable.

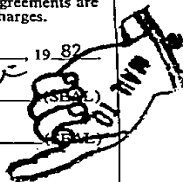
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole 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 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: PETER C. KITOWSKI

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then County 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 this 15th day of October 19 82

*Peter C. Kitowski*



This instrument was prepared by FRANK WEISS, 77 West Washington Street, Suite 1408  
(NAME AND ADDRESS) Chicago, IL 60602

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1982 OCT 20 PM 2 29

COOK COUNTY

CLERK OF COURT

STATE OF ILLINOIS

COUNTY OF COOK

OCT-20-82

SS 649874

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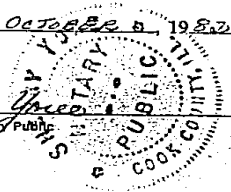
I, SHERRY VORE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PETER C. KITOWSKI

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 HE signed, sealed and delivered the said instrument as his 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 15<sup>th</sup> day of OCTOBER 5, 1982

(Impress Seal Here)

Sherry Vore  
Notary Public



Commission Expires June 25, 1984

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BOX No.

SECOND MORTGAGE  
Trust Deed

TO

GEORGE E. COLE  
LEGAL FORMS

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END OF RECORDED DOCUMENT