

# UNOFFICIAL COPY

GEORGE E. COLE\*  
LEGAL FORMS

FORM NO. 2202  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

27431115

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

THIS INDENTURE WITNESSETH That Raymond Bartkowiak  
and Carol Bartkowiak-his wife

(hereinafter called the Grantor), of  
7725 South Natchez Burbank, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Five thousand Five  
Hundred Ninety Five dollars & 12/100----- Dollars

in hand paid, CONVEY AND WARRANT to  
Ford City Bank & Trust Company  
of 7601 So. Cicero Ave. Chicago, Ill.  
(No. and Street) (City) (State)

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:

Above Space For Recorder's Use Only

Lot 28 in Block 20 in F.H. Bartlett's First Addition to greater 79th Street  
Subdivision being a Subdivision of the South East 1/4 of the South East 1/4  
Section 30 also the South West 1/4 of the South West 1/4 and the South  
East 1/4 of the South West 1/4 of Section 29, Township 38 North, Range 13 East  
of the Third Principal Meridian, 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 24 consecutive monthly installments of \$233.13 each, commencing

3-5-85 and maturing 2-5-87.

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 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 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 14.60 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 such breach  
at 14.60 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 documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing 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 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 the said premises.

The name of a record owner is Raymond Bartkowiak and Carol Bartkowiak-his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then  
Ford City Bank & 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 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 22 day of Jan, 19 85

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

Raymond Bartkowiak (SEAL)  
Carol Bartkowiak (SEAL)

This instrument was prepared by Mike Lahti-7601 So. Cicero Ave. Chicago, Ill. 60652  
(NAME AND ADDRESS)

27431115

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Joan M. Burtch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Bartkowiak and Carol -his wife

personally known to me to be the same person\_s whose name\_s 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 22nd day of Jan., 19 85

(Impress Seal Here)

Joan M. Burtch  
Notary Public

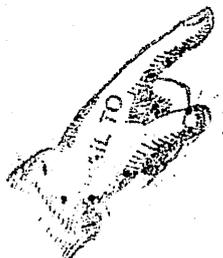
Commission Expires NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EX. MAY 23, 1988  
ISSUED THROUGH NOTARY ASSOC.

FEB-4-85 9 8 5 1 3 6 27151115 A - Rec

1120

11 00 MAIL

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
  
RAYMOND BARTKOWIAK AND  
CAROL BARTKOWIAK, HIS WIFE  
TO  
FORD CITY BANK & TRUST CO.



MAIL TO:  
C. SWATKOWSKI  
FORD CITY BANK & TRUST CO.  
7601 S. Cicero Ave.  
Chicago, Ill. 60652

27151115

GEORGE E. COLE®  
LEGAL FORMS

**END OF RECORDED DOCUMENT**