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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.

IT IS INDENTURE WITNESSETH That Gerald J. Pinda-----  
Sole Owner

(hereinafter called the Grantor), of 10308 Keating  
Oak Lawn, Il. 60453  
(No. and Street) (City) (State)

for and in consideration of the sum of Two thousand thirty-five  
20/100----- Dollars

in hand paid, CONVEY AND WARRANT to Ford City  
Bank and Trust Co.  
of 7601 S. Cicero Chicago, Il. 60652  
(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:  
(SEE ATTACHED)

Above Space For Recorder's Use Only

27522210

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 Twelve consecutive monthly payments of \$169.60 each, commencing 4-25-85 and maturing 3-25-86

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 and restore all building 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 the prior incumbrances or the interest thereon when due, the grantor 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 after any 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 same, with interest without demand, and the same with interest thereon from the date of payment at 14.52 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 time of such breach at 14.52 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 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 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 Gerald J. Pinda

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Ford City Bank and Trust Co. 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 21 day of March, 19 85

Gerald J. Pinda (SEAL)  
Gerald J. Pinda

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

This instrument was prepared by Michael Lahti- Ford City Bank and Trust CO. 7601 S. Cicero

(NAME AND ADDRESS)

COOK COUNTY MORTGAGE

27522210

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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 of said, DO HEREBY CERTIFY that Gerald J. Pinda-Sole Owner

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 official seal this 21 day of March, 1985.

(Impress Seal Here)

*Joan M. Burtch*  
Notary Public

Commission Expires NOTARY PUBLIC STATE OF ILLINOIS  
BY COMMISSION EXP. MAY 23, 1988  
ISSUED THRU ILL. NOTARY ASSOC.

APR-23-85 14 15 27522210 A Rec 1120

BOX No.

SECOND MORTGAGE  
**Trust Deed**

Mr. Gerald J. Pinda, sole owner

TO

FORD CITY BANK & TRUST CO.

MAIL TO:

FORD CITY BANK & TRUST CO.  
ATT: C. SWATKOWSKI  
7601 S. Cicero Ave.  
Chicago, Illinois 60652

GEORGE E. COLE®  
LEGAL FORMS

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LEGAL DESCRIPTION ATTACHED

Unit No. C-6 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 32 to 37 inclusive in Block 4 in Cicero Gardens, a Subdivision of the Northwest Quarter of the Northwest Quarter of Section 15, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to a Declaration of Condominium made by Heritage Standard Bank and Trust Company, as Trustee under Trust Agreement dated July 19, 1978 and known as Trust No. 4465 recorded in the Office of the Recorder of Cook County, Illinois as Document No. 237 671 78 together with an undivided 5.6437% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

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END OF RECORDED DOCUMENT