

Property of Cook County Clerk's Office

GEORGE E. COLE\*  
LEGAL FORMS

FORM NO. 2202  
April, 1960

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That Gerald J. Pinda  
Sole Owner

27249208

(hereinafter called the Grantor), of  
10308 South Keating Oak Lawn, Ill.

for and in consideration of the sum of Two Thousand One  
Hundred Sixty Four Dollars & 32/100

in hand paid, CONVEY AND WARRANT to  
Ford City Bank & Trust Company  
of 7601 So. Cicero Ave. Chicago, Ill.

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:

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, 1976 and known as Trust No. 4465 recorded in the Office of the Recorder of Cook County, Illinois as Document No. 037 611 75; together with an undivided 5 1/4% 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).

27249208



# UNOFFICIAL COPY

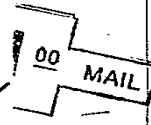
Property of Cook County MORTGAGE

in hand paid  
Ford  
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as Trustee,  
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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 is justly indebted upon a principal promissory note bearing even date herewith, payable

In 12 consecutive monthly installments of \$180.36 each, commencing  
Sept, 20th, 1984 and maturing August, 20th, 1985



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 repair 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 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 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 14.53 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 be the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 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 documents, 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, 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 Gerald J. Pinda-Sole Owner  
IN THE EVENT of the death or removal from said 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 21st day of August, 1984  
Gerald J. Pinda (SEAL)  
Please print or type name(s) below signature(s) Gerald J. Pinda (SEAL)

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

27219208

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Margaret M. McCue, a Notary Public in and for said County, in the State aforesaid, 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 21st day of August, 19 84

(Impress Seal Here)

Margaret M. McCue  
Notary Public

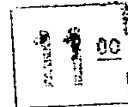
Commission Expires NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JULY 9 1986  
ISSUED THRU ILLINOIS NOTARY ASSOCIATION

1 SEP 84 2:48

SEP-11-84 933546 • 27249208 A Rec

11.20

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Gerald J. Pinda, Sole Owner  
TO  
FORD CITY BANK & TRUST CO.



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

27249208

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT