

This Instrument prepared by W. Scott Reed, Pioneer Bank, 4000 W. North Ave 27-33689
Chicago, IL 60639

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27328170

This Indenture

WITNESSETH, That the Grantor John F. Szala

of the City Prospect Heights County of Cook and State of Illinois

for and in consideration of the sum of Seven thousand seven hundred eighty-one and 40/100 Dollars

has paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee of the City of Chicago County of Cook and State of Illinois for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Prospect Heights County of Cook and State of Illinois, to-wit:

Unit 7-30, together with and undivided 0.6341 percent interest

in the common elements in River Trails Condominium as delineated and defined in the Declaration recorded under

Document Number 26873891 (as such Declaration was amended

and supplemented by first amendment thereto, such first amendment recorded under Document Number 26950834, as such

Declaration may be further amended and supplemented from time to time), in the Northeast 1/4 of Section 24, Township

42 North, Range 11, 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 John F. Szala

justly indebted upon one principal promissory note bearing even date herewith, payable

payable in 60 successive monthly instalment each of \$129.69 due

on the note commencing on the 8th day of December 1984, and on the same date of

each month thereafter, until paid, with interest after maturity at the highest

lawful rate.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in the notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and to demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or destruction of 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 grantor 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 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 so 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 seven 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 seven 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 complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing former owners' deeds—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 in costs of suit, and 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and of the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Joan J. Behrendt 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 24th day of October A. D. 1984

X. John F. Szala

(SEAL)

(SEAL)

(SEAL)

(SEAL)

BOX 22

0451

27328170

State of Illinois }
County of Cook } 55.

I, JEFFALO SCHIFFMAN

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that John F. Szala

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument

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 24th day of October A. D. 19 84.

Jeffalo Schiffman
Notary Public
My Commission Expires Sept. 10, 1988

Property of Cook County Clerk's Office

55 201 49 ON 8
101-801 930712 27328470 A - 35 10.00

Box No. 22

SECOND MORTGAGE

Trust Deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

27328470

PB 1510

END OF RECORDED DOCUMENT