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**TRUST DEED
SECOND MORTGAGE (ILLINOIS)**

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THIS INDENTURE WITNESSETH that Kenneth E. Waszak and
Nancy M. Caprata
hereinafter called the Grantor, of
2845 Wenonah Street, Berwyn, Illinois
for and in consideration of the sum of Four Thousand One
Hundred Eighty Nine and 80/100 Dollars
in hand paid, CONVEY S. AND WARRANT S. to
Freedom Federal Savings Bank
of 600 Hunter Drive, Oak Brook, Illinois
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

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.

Above Space For Recorder's Use Only

85042049

Lot 11 in Block 1 in Kirchman and Jedlan's Western Agency and Loan Corporation Subdivision of Lots 5 and 6 in Circuit Court Partition of the West part of the North West $\frac{1}{4}$ and the West part of the South West $\frac{1}{4}$ of Section 30, Township 39 North, Range 13 East of the Third Principal Meridian, and the West 36.04 feet of the South 1677.42 feet of the East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of said Section 30, T 39 North, East of the T.P.M., in Cook County, IL.

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 Graduate is herein indited upon, and whereas the same is dated April 26,

19. **85** payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of **Three Thousand and 00/100** DOLLARS **3,000.00**, together with interest on the principal balance from time to time unpaid at the rate of **14.00** percent per annum from **May 1, 1985** until maturity, payable in **59** installments of **69.83** each beginning **June 1**, **19 85**, and a final installment of **balance** payable on **May 1** **19 90**, and with interest after maturity the final installment at the rate of **14.00** percent per annum, and all of said indebtedness is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at **600 Hunter Drive Oak Brook, IL 60521**.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in such notes or notes, provided, or according to an agreement extending the date of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and to demand to receive receipts therefor within ten days after deduction or damage to a building or structure, or for improvements on said premises, that may have been destroyed or damaged; (3) that a way to said premises shall not be committed or suffered, to keep all buildings now or at any time on said premises in repair in a manner to be selected by the grantor herein, who is hereby authorized to place such an amount in his discretion as he deems necessary to pay the taxes and expenses of maintaining the said building or structure, and to deduct the same from the principal sum of this instrument, as they may actually appear when paid, so that the last sum remaining in the said building or structure, notwithstanding the payment of these sums by the grantor, shall be paid over to the grantee, and the grantee shall be relieved of all further responsibility for the payment of any taxes or assessments on said premises, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT OF A DELAY IN PAYMENT OF FEES OR PAYMENT OF AN ASSESSMENT BY THE PATIENT OR UNDERTAKER OR BY THE CEMETERY, THE CEMETERY MAY CHARGE AN OVERDUE FEE OR PAYMENT-IN-ADVANCE FEE OR ASSESSMENT OR DISCHARGE OR PURCHASE AN OVERDUE TOMB, REFLECTING THE AMOUNT OF PAYMENT DUE AND THE DATE OF THE DELAY, AND AT THAT TIME, SOUPLED WITH THE CEMETERY AGREEMENT, PAYMENT IN ADVANCE IS DUE.

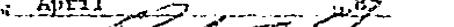
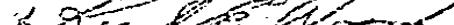
and the same with interest thereon from the date of payment at **14.00** per cent per annum shall be a general debt and Indebtedness secured hereby.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-mentioned proceeding, including reasonable attorney's fees, costs, and expenses for the preparation, filing, service, and trial of such action, and the like expenses and disbursements, or costs, and attorney's fees, and expenses for the preparation, filing, service, and trial of any other proceeding wherein the grantor or any net of any part of said interest therein, as such may be a party, shall also be paid by the Grantor. All such expenses and disbursements, shall be an additional obligation and payment, all to be taxed as costs, and included in any decree that may be rendered in such fore-mentioned proceedings, which preceding, whether decree or not, shall not be dissolved, nor released, and 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 fore-mentioned proceeding, and agrees that upon the filing of any complaint to commence the aforesaid Suit, 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.

Kenneth E. Waszak and Nancy M. Caprata

17. THE EVENT of the death or removal from said _____ Cook _____ County of the grantee, or of his resignation, refusal or failure to act, the **Freedom Federal Savings Bank**, of said County is hereby appointed to be trustee, and if at any time during said first successor fails or refuses to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the above-mentioned conditions and arrangements are performed, the grantee or his successor in title shall release and remit to the party entitled on receiving his reasonable charges.

ANSWER

Witnessed to and read of the foregoing this 26th day of April 1985

Kenneth E. Waszak (SE-14)

X Nancy M. Farraza (Leveter)
Nancy M. Farraza

This instrument was prepared by **Freedom Federal Savings Bank** **600 Hunter Drive Oak Brook, IL**
(NAME AND ADDRESS) **60521**

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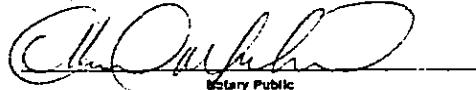
STATE OF Illinois } ss.
COUNTY OF DuPage }

I, HENRY N. JOHN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH E. WISZEK and
NANCY M. Caprata,

personally known to me to be the same person whose name 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 an 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 26th day of April, 1985

(Impress Seal Here)


Notary Public

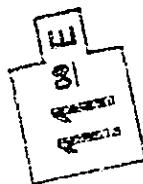
Commission Expires 10-14-87

31 MAY 85 1:29

Mar-7-1-85 27666 • 85042049-A — Rec 11:51

BOX No. _____
SECOND MORTGAGE
Trust Deed

To _____



FEDERAL FEDERAL SAVINGS BANK
820 HUNTER DRIVE
OAK BROOK, ILLINOIS 60521

