

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

8 5 0 4 2 0 5 5

THIS INDENTURE WITNESSETH that Frank J. Koscik and
JoAnn Koscik, his wife

(hereinafter called the Grantor) of
4529 S. Clinton Forest View, IL

for and in consideration of the sum of Seven Thousand Five Hundred
Thirty Nine and 00/100 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 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:

85042055

Above Space For Recorder's Use Only

Lot 8 (Except the South 15 Feet thereof) in Block 10 in First Addition to Walter G. McIntosh's Forest View Gardens, being a Subdivision of Lots 16 to 19 and 24 to 27 Inclusive, in Circuit Court Partition of Parts of Section 31 and 32, Township 38 North, Range 13 East of the 3rd Principal Meridian and Parts of Sections 1 and 12, Township 38 North, Range 12 East of the 3rd Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law 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 140 dollars at rate stated May 1, 1985

to Freedom Federal Savings Bank, which note the Grantor promises to pay the principal sum of Five Thousand Four Hundred and 00/100

5,400.00 DOLLARS together with interest on the principal balance from time to time unpaid at the rate of 15.00

percent per annum from May 11, 1985 until maturity payable 59 installments

125.65 each beginning June 10, 1985 and continuing 19 90 and a final payment of 19 90 and with interest after maturity or the

final installment at the rate of 14.00 percent per annum until paid in full and made payable at such place as the holders of the note may from time to time require, and to the absence of such appointment, then at the office of the holder at Freedom Federal Savings Bank

600 Hunter Drive Oak Brook, IL 60521

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in full, on said note or notes provided, or according to any agreement extending the same, or payment; (2) to pay when due, in full, taxes and assessments against said premises, and on account of taxes laid against them; (3) within a reasonable time to restore all buildings, structures, fixtures and premises to said premises as they may have been described or damaged; (4) other waste to said premises shall not be committed or suffered; (5) to keep all buildings, houses or structures on said premises in a clean, neat, and orderly condition, and to the satisfaction of the trustee, who is hereby authorized to place such a value on uncleanliness as he deems fit; (6) to make payment to the first Trustee or Mortgagee, and second, to the Trustee herein as soon after such payment as may appear, when policies shall be left and remain on the said Mortgagor or Trustee until the payment of all in full to such prior mortgagees and the interest thereon at the time or times when the same shall become due and payable.

IN THE EVENT of failure to pay taxes or assessments, or the interest thereon when due, the grantee or the holder of said note or notes, or holder of title, may pursue such foreclosure, or pay such taxes or assessments, or discharge or pay the same tax or rate affecting said premises or pay all prior indebtedness and the interest thereon from the date of sale, and attorney's fees paid, the Grantor agrees to repay immediately such demand,

and the same with interest thereon from the date of payment at 14.00 percent per annum until so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above covenants or agreements for whole or said indebtedness, including principal or all accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach at 14.00 percent per annum, shall be recoverable by foreclosure thereon, or by suit at law or both the same as if all of said indebtedness were 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, including reasonable attorney's fees, outlays for document evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, embracing a foreclosed decree, shall be paid by the Grantor, and the like expenses and disbursements so incurred by reason of 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 tax and 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 held against said 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 Frank J. Koscik and JoAnn F. Koscik, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or his resignation, refusal or failure to act, then Freedom Federal Savings Bank of said County is hereby appointed to be his 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 8 and seal S. of the Grantor this 7th day of May 1985

Frank J. Koscik
Frank J. Koscik

JoAnn F. Koscik
JoAnn F. Koscik

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

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF DuPage

I, HENRY N. JOHN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK J. KOSCIK and
JOHAN F. KOSCIK, His wife.

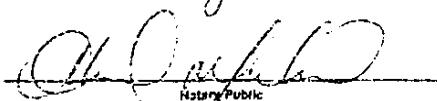
personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as one free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Gives under my hand and official seal this 7th day of May, 1985

(Impress Seal here)

Certification Expires 10-14-87

31 MAY 85 1:33:36


Notary Public

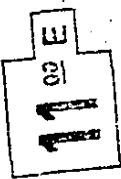
MAILED 5/2/85 27672 - 85C42055 A -- Esc

11.00

BOX No. _____
SECOND MORTGAGE
Trust Deed ^{rec}

TO

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FREEDOM FEDERAL SAVINGS BANK
600 HUNTER DRIVE
OAK BROOK, ILLINOIS 60521