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85056690

49-43872

TRUST DEED—SECOND MORTGAGE FORM ILL. NO. 1

85056690

This Indenture, WITNESSETH, That the Grantor Aloysius Tomasik AKA Al. Harry
Tomasik and Geraldine Tomasik, as joint tenants
(Married to each other)

of the CITY of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Fourteen Thousand Eight Hundred Ninety One 65 Dollars
in hand paid, CONVEYS AND WARRANTS to GERALD E. SIKORA Trustee

of the City of Chicago County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 30 (except the West 10 foot thereof) and all of Lot 31
in Block 10 in Edward E. Kennedy's Resubdivision of the East
half of the South East quarter of Section 28, Township 40 North,
Range 13 East of the Third Principal Meridian in Cook County,
Illinois.

Commonly known as 4942 West Deming Place - Chicago, Illinois

Permanent Tax No: 13-28-418-024

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 Aloysius Tomasik AKA Al. Harry Tomasik and Geraldine Tomasik
(Married to each other) as joint tenants
justly indebted upon one principal promissory note, bearing even date herewith, payable
Budget Constr. assigned to Lake View Bank

payable in 84 successive monthly instalments each of \$177.28 due monthly
on the note commencing on the 24th day of July, 1985, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A JUNIOR MORTGAGE

This Grantor, in consideration of the sum of Fourteen Thousand Eight Hundred Ninety One 65 Dollars, to pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor. It is further covenanted and agreed that said premises shall not be committed or suffered, to be kept or used for any purpose other than that for which said premises were originally intended, or that waste be committed on said premises, or that any improvements be made on said premises, or that any part of said premises be sold, conveyed, leased, or otherwise disposed of, without the written consent of the Trustee 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 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. It is further covenanted and agreed that the interest thereon, at the time of times when the same shall become due and payable. In case of default in the payment of any such instalment, or the prior incurrence of 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 lien affecting said premises or pay all prior incurrences, 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 case 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 holder thereof, be due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by the holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. It is further covenanted and agreed that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney's fees, costs for documentary evidence, stamp duty, charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosing lien, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release therefrom 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 for 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 or 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 grantor, or of his refusal or failure to act, then
Thomas F. Bussey 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 grantor 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 July, A. D. 1985

X Aloysius Tomasik AKA Al. Harry (SEAL)

X Geraldine Tomasik (SEAL)

X Geraldine Tomasik (SEAL)

(SEAL)

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State of Illinois
County of Cook } 55.

I, Marilyn A. Anderson
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Aloysius Tomasik AKA
Al. Harry Tomasik and Geraldine Tomasik, as joint tenants
(Married to each other)
personally known to me to be the same person(s) whose name(s) A.F.E. subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
as their 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 May, A.D. 1965.

Marilyn A. Anderson
Notary Public.

SECOND MORTGAGE

Trust Deed

Al. & Geraldine Tomasik
4942 West Deming Place
Chicago, Illinois

TO

GERALD E. SIKORA, Trustee
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:
BERNARD SCHNEIDER
BUDGET CONSTRUCTION CO.

6218 NORTH PULASKI
CHICAGO, ILLINOIS 60646
LAKE VIEW BRANCH
3201 N. ASHLAND AVE. CHICAGO 60657
312/525-2180

Mail to &

Rea No. 146

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