

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
April, 1980

8 5 0 8 5 9 0 4

THIS INDENTURE WITNESSETH, That Michael Constantides,
and his wife Evelyn

(hereinafter called the Grantor), of
159 N. Taylor Oak Park IL
(No. and Street) (City) (State)

for and in consideration of the sum of SEVEN THOUSAND EIGHTY THREE
DOLLARS & 60/100 Dollars

in hand paid, CONVEY AND WARRANT to
MIDWEST BANK and TRUST COMPANY
of 1606 N. Harlem Ave., Elmwood Park, Illinois 60635
(No. and Street) (City) (State)

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:

Lot six (6) in Block thirty-four (34) in Ridgeland, a Subdivision of the East quarter of Section seven (7) and also the North West quarter and the west quarter of the South West quarter of Section eight (8) Township thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Index # - 16-08-121-018

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 _____ principal promissory note bearing even date herewith, payable in 60 monthly installments of \$ 118.06 each, beginning on August 25, 19 85 and continuing on the same day of each successive month thereafter until Debtor's note is paid in full.

Proceeds are \$4,656.00 maturing on July 25, 1990

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 rebuilt or restore 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 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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage 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 so to insure, or pay taxes or assessments of the prior incumbrances or the interest thereon when due, the Trustee of the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax 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 16.00 per cent per annum shall be so much of said 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, at 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 thereon, or by sale at law or both, the same as if all said indebtedness had then matured by express term.

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 documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing this mortgage - shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding herein the Grantor. 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 release hereof given, until all such expenses and disbursements and the cost 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: Michael Constantides and his wife, Evelyn

IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then

Recorder of Deeds 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 trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to Existing first mortgage

Witness the hand and seal of the grantor this 21st day of April, 19 85

Please print or type name(s) below signature(s)

Diana St. Marie
Midwest Bank & Trust
1606 N. Harlem Ave.
Elmwood Park, IL 60635

This instrument was prepared by

NAME AND ADDRESS

Above Space For Recorder's Use Only

85085904

Recorder's Office

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

I, Dianna L. St. Marie

a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that Michael Constantides and his wife, Evelyn

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument,

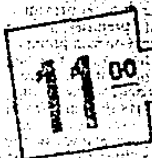
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 21st day of April, 1985.

(Impress Seal Here)

[Handwritten Signature]
Notary Public

Commission Expires 9-14-88



PROBATION

11.00

REC-85-085904-A JUL-2-85 35966 • 85085904-A

2 JUL 25 1985

85-085904

SECOND MORTGAGE
Trust Deed

MIDWEST BANK and TRUST COMPANY

Elmwood Park, Illinois

TO



MAIL TO

MIDWEST BANK and TRUST COMPANY
1606 N. Harlem Ave.
Elmwood Park, Illinois 60835

Made from ILLIANA FINANCIAL, INC