

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 202  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

8 5 1 0 9  
85109450

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH That Joseph E. Urbaniak and Sally J. Urbaniak, his wife

(hereinafter called the Grantor), of 6113 West 81st Place Burbank, Illinois

for and in consideration of the sum of Two Thousand Seven Hundred Twenty Three Dollars and 04/100 Dollars

in hand paid, CONVEY AND WARRANT to Lorraine M. Kloess, Trustee of 3521 Archer Ave. Chicago, Illinois 60609

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

DEPT-01 RECORDING \$11.00  
#11111 TRAM 8778 07/19/85 11:42:00  
#7832 #A \*-85-109450

Above Space For Recorder's Use Only

and profits of said premises situated in the County of Cook and State of Illinois, to-wit:  
**Lot 113 in Elmore's Parkside Gardens 1st Addition, being a Subdivision in the North 1/2 of Section 32, Township 38 North, Range 13 East of the Third Principal Meridian, reference being had to Plat recorded December 22nd 1925 as Document 9131884, in Cook County, Illinois**

Property: 6113 West 81st Place, Burbank, Illinois -60459- PPI No. 19-32-114-007-0000 & D.

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 hereby indebted upon one principal promissory note bearing even date herewith, payable in 36 successive installments beginning on August 5th, 1985 and on the same date of each month thereafter, to be in the amount of \$ 75.64 each, and said last installment to be the entire unpaid balance of said sum.

THE GRANTOR covenants and agrees as follows: (1) To pay said debt, interest thereon, principal and note or notes provided, or according to any agreement extending time of payment; (2) to pay, on or before 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 rebuild or insure all buildings or improvements on said premises if same have been destroyed or damaged; (4) that it waste or suffer said premises, shall not be competent or suffered; (5) to keep all buildings mowed or at least mowed on said premises in compliance to be selected by the grantor hereon, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee hereon as their interests may appear, which policies shall be left and remain in full force until the 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 to insure, or pay taxes or assessments, or the prior incumbrances of the interest thereon when due, the grantee or the holder of said indebtedness, may prosecute 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 the rate of 11 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above said 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 the rate of 11 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 WORTHY OF NOTE 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 documents, evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure deed - shall be paid by the Grantor, and the like expense and disbursements, occasioned by any suit or proceeding where to the grantee or any holder of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an addition to the debt secured by this deed of sale shall have been entered or not, shall not be diminished, nor release hereof 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 foreclosure proceedings, and agrees that if upon maturity 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 said premises.

The Grantor, of record owner is Joseph E. Urbaniak and Sally J. Urbaniak, his wife IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Wilbur V. Wolske of said County is hereby appointed to be first successor in this trust, and if for any reason 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 above said 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 that 1st mortgage made and given by Joseph and Sally Urbaniak to Archer Federal Savings & Loan Association recorded 9/13/77 as Doc. 24103059

Witness my hand and seal of the Grantor this 16th day of July 1985

Print or type names below signatures  
Joseph E. Urbaniak (SEAL)  
Sally J. Urbaniak (SEAL)

This instrument was prepared by Wilbur V. Wolske 3521 Archer Ave., Chicago, Illinois 60609 (NAME AND ADDRESS)

11.00

PROPERTY OF COOK COUNTY RECORDS DEPARTMENT MORTGAGE

85109450

UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Henry H. Wolske, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph E. Urbanik and Sally J. Urbanik, his wife

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 16th day of July, 1985.

(Impress Seal Here)

H. H. Wolske  
Notary Public

Commission Expires October 8th 1985

Property of Cook County Clerk's Office

85109450

BOX 335

SECOND MORTGAGE  
Trust Deed

TO

GEORGE E. COLE  
LEGAL FORMS