

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO 2202
April, 1960

8 5 1 1 7 3 3 0

THIS INDENTURE WITNESSETH, That Andrew S. Wisniewski
and Rona B. Wisniewski, (his wife)
 (hereinafter called the Grantor), of
2205 North 77th Avenue Elmwood Park, Illinois
 (No. and Street) (City) (State)
 for and in consideration of the sum of TEN THOUSAND TWO HUNDRED
SEVENTY ONE AND 23/100 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 appertenant thereto, together with all
 rents, issues and profits of said premises, situated in the County of COOK
 and State of Illinois, to-wit:

85117636

above

1000

COOK CO. REC'D

Above Space For Recorder's Use Only

The South half (except the West 107 feet thereof) of Lot 28 in Green Oaks
 Addition to Mont Clare, in the North East quarter of the North West quarter
 of Section 36, Township 40 North, Range 12, East of the Third Principal
 Meridian, according to the plat thereof recorded June 30, 1915, as
 Document 5664073, in Cook County, Illinois.

PROPERTY INDEX NUMBERS

12-30-106-011-0000
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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 said principal promissory note bearing even date herewith, payable in ONE
 monthly installments of \$ 10,271.23 each, beginning on October 10, 19 85 and continuing
 on the same day of each successive month thereafter until Debtor's note is paid in full.

Proceeds of loan are \$10,000.00

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 rebuild 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 grantee herein, who is hereby authorized to place such insurance in companies accept-
 able 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 at their interests may appear, which policies shall be left and remain with the said Mortgagee 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, or the prior incumbrances or the interest thereon when due, the grantee or the
 holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or acquire 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 with-
 out demand and the same with interest thereon from the date of payment at 11.00 per cent per annum shall be so much additional
 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 11.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, as if all of said indebtedness had
 then 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 hereof
 including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the
 whole title of said premises embracing foreclosure decree shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any
 suit or proceeding wherein the grantee or any holder or 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 proceeding whether decree of sale shall have been entered or not, shall not be dismissed, but 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 pro-
 ceedings, 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: Andrew S. Wisniewski and Rona B. Wisniewski

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
 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 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 existing 1st Mortgage

Witness the hand and seal of the Grantor this 12th day of July, 19 85

Andrew S. Wisniewski (SEAL)
 Andrew S. Wisniewski

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

Rona B. Wisniewski (SEAL)
 Rona B. Wisniewski

This instrument was prepared by Marie Hudon, 1606 N. Harlem, Elmwood Park, Illinois

85117636

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NOTARY PUBLIC IN AND FOR SAID COUNTY

NOTARY PUBLIC

STATE OF Illinois
COUNTY OF Cook

I, Margaret L. Cline a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW S. WISNIEWSKI and RONA B. WISNIEWSKI,
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 12th day of July, 1985.

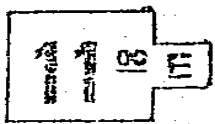
(Impress Seal Here)

[Notary Seal]
Notary Public

Commission Expires 10-29-87

JUL-25-85 32090 • 85117636 • A — Rec 11.00

JUL 25 1985



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85-117636

SECOND MORTGAGE
Trust Deed

MIDWEST BANK and TRUST COMPANY

Elmwood Park, Illinois

MAIL TO:

MIDWEST BANK AND TRUST CO.
1608 NORTH HARLEM AVE.
ELMWOOD PARK, ILL. 60635

MAIL TO:
MIDWEST BANK and TRUST COMPANY
1608 N. Harlem Ave.
Elmwood Park, Illinois 60635

Form from ILLIANA FINANCIAL, INC.