

# UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Eric L. Pistek and wife Mary L., as joint tenants

of the City of Midlothian County of Cook and State of Illinois for and in consideration of the sum of Three Thousand, Nine Hundred, Thirty Three and 12/100 Dollars

in hand paid, CONVEY AND WARRANT 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 following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Midlothian County of Cook and State of Illinois, to-wit:

Lot 12 in Welter's Resubdivision, a resubdivision of LOTS 5 through 8, inclusive, in Block 22 in Midlothian Gardens, a Subdivision in Section 10, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 15059 S. Tripp, Midlothian, IL. PIN # 28-15-415-045

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, never to be released, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Eric L. Pistek and wife Mary L., as joint tenants

justly indebted upon ONE principal promissory note, bearing even date herewith, payable TO: 1st City Builders, Inc. ASSIGN TO: LAKEVIEW TRUST & SAVINGS BANK

payable in 48 successive monthly installments each of \$1.94 due monthly on the note commencing on the 2 day of September 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

THE GRANTOR'S covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as hereinafter provided, or according to any agreement extending time of payment; (2) 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; (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 no waste or 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 or Mortgagee, and second, to the Trustee herein or their interest may appear, which policies shall be kept and remain in full force and effect until the indebtedness is fully paid; (6) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall become due and payable; (7) In the event of failure to so insure, or pay taxes or assessments, or the prior installments or 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 sale of said premises or pay all prior mortgages 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 a trust additional indebtedness secured hereby; (8) 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 seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law; (9) both, the same as if all of said indebtedness had then matured by express terms; (10) It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of compliance in connection with the foregoing or hereof, including reasonable solicitor fees, out-of-pocket disbursements, telegrapher's charges, cost of procuring or conducting abstracts or title, the whole title of said premises, including any part of said indebtedness, shall be paid by the grantor; (11) and the like expenses and disbursements, occasioned by any suit or proceeding against the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; (12) All such expenses and disbursements shall be an additional lien upon said premises, shall be taken as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been started or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of such proceedings, including solicitor's fees as herein provided, have been paid; (13) the heirs, executors, administrators and assigns of said grantor, severally and jointly, shall retain all right to the possession of, and income from, said premises pending the full payment of the indebtedness, and agree that upon the filing of any suit to foreclose this Trust Deed, the court in which such suit is filed, may at once and without notice to the said grantor, or any party claiming under said grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the same premises; (14) 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 the trustee in this trust, and if for any like cause said first successor shall refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be the 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 in the party entitled, on receipt of his reasonable charges.

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 the trustee in this trust, and if for any like cause said first successor shall refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be the 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 in the party entitled, on receipt of his reasonable charges.

Witness the hand and seal of the grantor this 19 day of July A.D. 1985

*[Handwritten signatures]*  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

Property of COX + KUMAR LLP

85142681

State of Illinois  
County of Cook } Ill.

I, Hope Wolf  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric L. Pistek and wife  
Mary L., as joint tenants  
personally known to me to be the same persons whose names 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 Notarial Seal, this 19  
day of July A. D. 85

*Hope Wolf*  
Notary Public  
Commission Expires: 4/23/86

-85-142681

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Mail  
7B → Box No. 146

SECOND MORTGAGE

**Trust Dept**

Eric & Mary Pistek  
15059 S. Tripp  
Midlothian, IL

TO  
GERALD E. SIKORA, Trustee  
LAKEVIEW TRUST & SAVINGS BANK  
3201 N. Ashland Ave.  
Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY:  
Alex Tappier  
1st City Builders, Inc.  
3249 W. Devon  
Chicago, IL 60659  
LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, IL 60657  
312/525-2180

