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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

COOK COUNTY RECORDS

Property

This Indenture, WITNESSETH, That the Grantor Daniel J. Starmach, and Elizabeth M. Carrano
AKA Elizabeth Starmach Married to Each Other as Joint Tenants

of the city of Burbank, County of Cook, and State of Illinois
for and in consideration of the sum of three thousand three hundred ninety 721.00 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 Burbank, County of Cook, and State of Illinois, to-wit:
Lots 14 and 15 in Block 1 in Frederick H. Bartlett's Second Addition to Greater
79th Street Subdivision, being a Subdivision of the South East 1/4 of the South West
1/4 (except the West 166 feet thereof) of Section 30, Township 38 North, Range
11 East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known AS: 7736 S. Oak Park Avenue, Burbank
Permanent Tax No: 19-30-304-034,035-0000

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 Daniel J. Starmach and Elizabeth M. Carrano AKA Elizabeth Starmach
married to each other as joint tenants
justly indebted upon principal promissory note, bearing even date herewith, payable

TO NORMAS HEATING AND AIR CONDITIONING, INC. ASSIGNED TO LAKEVIEW TRUIT AND SAVINGS BANK

payable in 48 successive monthly instalments each of 70.64 due monthly
on the note remaining on the 13 day of SEPT 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 covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as herein and in said note 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 when demanded to exhibit receipts therefor; (3) In all cases 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 and improvements on said premises insured in compliance with the policy selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage; (6) To keep the same insured in compliance with the policy selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage; (7) To pay the cost of such insurance, including the cost of the policy, and the cost of the premium thereon, and the cost 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 make any other payment affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all taxes so paid, the grantor agrees to repay immediately when so demanded, and the same with interest thereon from the date of payment at 10 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 the date of such breach, at seven 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 agreement.
If it is asserted by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, unless 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, whenever by any suit or proceeding, when in 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 a valid lien in the grantor's favor, and shall be paid as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof 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 and 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 his refusal or failure to act, then

Thomas F. Bussey of said County is hereby appointed as the 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 as 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 30 day of July, A. D. 1985

Daniel J. Starmach (SEAL)
Elizabeth M. Carrano AKA Elizabeth Starmach (SEAL)

(SEAL)
(SEAL)

85142695

State of Illinois
County of Cook

I, Alice J. Gorke
Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Daniel J. Starmach and Elizabeth M. Carrano, AKA Elizabeth Starmach, (Married to Each Other) 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 30 day of July, A. D. 1985

Alice J. Gorke
Notary Public

My Commission Expires Sept. 15, 1987

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12 AUG 05 2:22

Box No. 146

SECOND MORTGAGE

Trust Deed

Daniel Starmach & Elizabeth Starmach
AKA Carrano
7736 S. Oak Park Av.
Burbank, Illinois
GERALD E. SIKORA, Trustee
Lake View Trust & Savings Bank of Chicago
3201 North Ashland Avenue
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Norman Saenger
Norm's Heating & Air Conditioning Inc.
1918 Main St.
Melrose Park, IL 60160
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS 60657
312/425-2180

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