

# UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Josef A. Kurek and wife Arlene as joint tenants

of the Village of Melrose Park County of Cook and State of Illinois for and in consideration of the sum of three thousand nine hundred thirty three 12/10 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Melrose Park County of Cook and State of Illinois, to-wit:

Lot Seventeen (17) except the North forty feet (40') and the North ten feet (10') of Lot Sixteen (16) in Block one (1) in Midland Development Company's Northlake Village South Half Unit Number 4, a Subdivision in South East Quarter of North West Quarter of Section Five (5) Township Thirty-nine (39) North Range Twelve (12) East of the Third Principal Meridian:

Commonly Known As: 545 N. Harold, Melrose Park Illinois  
Permanent Tax No.: 15-05-121-026-0000

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 Josef A. Kurek and wife Arlene as joint tenants

justly indebted upon one principal promissory note, bearing even date herewith, payable TO: NORTH HEATING AND AIR CONDITIONING ASSIGNED TO LAKE VIEW TRUST AND SAVINGS BANK

payable in 48 successive monthly instalments each of \$1.94 due monthly on the note commencing on the 25th day of Sept. 1955 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 covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to said 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, or repair or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) to waive to said premises shall not be remitted or suffered; (5) to keep all buildings now or at any time on said premises and in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the clause attached hereto, to the first Trustee or Mortgagee, etc. second, to the Trustee herein as 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 to insure, or pay taxes or assessments, or the prior incumbrances or to pay the same when due, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title, all at the expense of said premises, and the interest thereon from the date of payment at seven 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 seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 complainant in connection with the foreclosure hereof including reasonable attorneys fees, not less than fifty dollars, stenographer's charges, cost of preparing 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, as incurred by any party proceeding where the grantee 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 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 a release thereof given, until all such expenses and disbursements, and the costs of suit, including auditor's fees have been paid. The grantor, for said premises, 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 of 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 failure to act, then

Thomas F. Bussey of said County is hereby appointed to be the successor in this trust, and if for any like cause said first successor fails to act, the person who shall then be the actual Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receipt of the reasonable charges.

Witness the hand and seal of the grantor this 25th day of JULY A. D. 1955

X Josef A. Kurek (SEAL)

XX Arlene M. Kurek (SEAL)

(SEAL)

(SEAL)

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85-142703

State of Illinois  
County of Cook

I, Alice J. Gorka  
a Notary Public in and for said County, in the State aforesaid. Do hereby Certify that Jozef A. Kurek and wife  
Arlene as joint tenants

personally known to me to be the same persons, whose name 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 25th  
day of July, A. D. 1965.

*Alice J. Gorka*  
Notary Public

My Commission Expires Sept. 15, 1967

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Box No. 146

SECOND MORTGAGE

Trust Deed

Jozef & Arlene Kurek  
1545 N. Harold  
Melrose Park, IL 60160

TO  
GERALD E. SIKORA, Trustee  
Lakc View Trust & Savings Bank of Chicago  
3201 N. Ashland Av.  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:  
Norman F. Saenger  
Norm's Heating & Air Conditioning Inc.  
1918 Main St.  
Melrose Park, Illinois 60160

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE., CHICAGO, ILLINOIS  
312/525-2180

