

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

85112716 1/9-1/5008

This Indenture, WITNESSETH, That the Grantors BERNARD A. LATTYAK AND WIFE ELEANOR M., AS JOINT TENANTS

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED SEVENTY & 75/100 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the CITY of CHICAGO, County of COOK, and State of Illinois, to-wit:

LOT 30 (EXCEPT THE SOUTH 5 FEET THEREOF) AND LOT 31 (EXCEPT THE NORTH 15 FEET THEREOF) IN BLOCK 3 IN HARTLEY'S ADDITION TO PENNOCK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. ADDRESS COMMONLY KNOWN AS: 2018 NORTH KEELER CHICAGO, ILLINOIS.

PERMANENT TAX NO.: 13-34-228-033

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 Grantors BERNARD A. LATTYAK AND WIFE ELEANOR M., AS JOINT TENANTS justly indented upon ONE principal promissory note, bearing even date herewith, payable ASSIGNED TO LAKE VIEW TRUST AND SAVINGS BANK

payable in 48 successive monthly instalments each of 136.89 due MONTHLY on the note commencing on the day of SEP 1987, 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 GRANTEE covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes 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 on said premises, and on demand to exhibit receipts therefor; (3) within 60 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 free of all liens or encumbrances, with the exception of those to be selected by the grantee herein, who is hereby authorized to place such insurance in company acceptable to the holder of the first mortgage indebtedness, with fire and theft coverage payable first to the first Trustee or Mortgagee, and, second, to the Trustee herein as their respective interests appear, which policies shall be held and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, to pay all prior encumbrances, as of 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 encumbrances 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 title affecting said premises, and the grantor shall reimburse the interest thereon from time to time, and all money so paid, the grantor shall agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be in such additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements to the whole of said indebtedness, including principal and accrued 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 of said indebtedness had then matured by express terms.

If in default by the grantor, all expenses and disbursements paid or incurred in behalf of the grantee in connection with the foreclosure hereof, including reasonable selection fees, outlays for documentary purchase, 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 occasion may arise, shall be paid by the grantor, and any part of said indebtedness, as aforesaid, may be a priority, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, and shall be taxed in 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 attorney's fees have been paid. The grantor, his heirs and assigns, and his 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, with or 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 grantee, or of his refusal or failure to act, then Thomas F. Bussaty 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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, an receiving his reasonable charges.

Witness the hand and seal of the grantor this 65 day of August A. D. 1987

Bernard Lattyak (SEAL)
Eleanor Lattyak (SEAL)

85112716

UNOFFICIAL COPY

State of Illinois }  
County of Cook } 55.

I, PATRICK ROE  
Notary Public in and for said County, in the State aforesaid, do hereby Certify that BERNARD LATYAK AND  
WIFE ELEANOR LATYAK AS JOINT TENANTS  
personally known to me to be the same person S. whose name S. P. R. E. subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that They signed, sealed and delivered the said instrument  
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 05  
day of AUGUST, A. D. 19 85.  
Patrick Roe  
Notary Public.

AGG 42-85 37276 • 85142716 - A - Rec 11.00

12 AUG 85 2:25

Mad  
To → Box No. 146

SECOND MORTGAGE

Trust deed

BERNARD & ELEANOR LATYAK  
2015 N. KEELE ST  
CHICAGO IL 60659

TO

GERALD E. SIKORA, Trustee

LAKE VIEW TRUST & SAVINGS BANK  
2201 N. ASHLAND ST  
CHICAGO, ILLINOIS 60647

THIS INSTRUMENT WAS PREPARED BY:

Wayne Frenn  
Charles Geo. Covert  
3110 W. Belmont  
CHICAGO IL 60618  
LAKE VIEW TRUST AND SAVINGS BANK  
12311 ASHLAND AVE., CHICAGO, IL 60657  
312525 2180

11.00

Property of Cook County Clerk's Office