

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY 552-1697

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Steven M. Markiewicz

(hereinafter called the Grantor), of

40-19 King Arthur Ct. Northlake Illinois

for and in consideration of the sum of Eight Thousand One Hundred Eighty four no/100 Dollars

in hand paid, CONVEY AND WARRANT to The Northlake Bank of 26 W. North Ave. Northlake, Illinois

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 appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK and State of Illinois, to-wit:

Above Space For Recorder's Use Only

PARCEL 1:

Unit No. 40-19 in King Arthur Condominiums as delineated on a survey of the following described real estate: Certain lots in King Arthur Apartments of Northlake and King Arthur Apartments of Northlake Unit No.2 being subdivisions of the South West 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached as Exhibit "A" to declaration of Condominium ownership recorded as document No. 24767230 an amended from time to time together with its undivided percentage interest in the common elements.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of easements and Exhibit 1 attached thereto dated November 23, 1962 and recorded November 23, 1962 as document Number 18653754 and declaration of easements recorded July 3, 1961 as document 18844302 and as created by various deeds from Oak Park Trust and Savings Bank, a Corporation to Illinois, as Trustee under Trust Agreement dated June 1, 1962 and known as Trust number 4115 for ingress and egress.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The Tenant of the Unit has failed to exercise the right of first refusal.

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 12.66 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.

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 causing 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 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor 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 proceedings, 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 said premises.

The name of a record owner is Steven M. Markiewicz

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

The Chicago Title Insurance Company 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 none

Witness the hand and seal of the Grantor this 10th day of October, 1985.

Steven M. Markiewicz (SEAL)
STEVEN M. MARKIEWICZ

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

This instrument was prepared by Grace A. Plastow, 26 W. North Ave. ; Northlake, Illinois 60164 (NAME AND ADDRESS)

1801-050-1039 HQ
2-80-402-08-214

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552-1697

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven M. Markiewicz

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 tenth day of October, 1985

(Impress Seal Here)

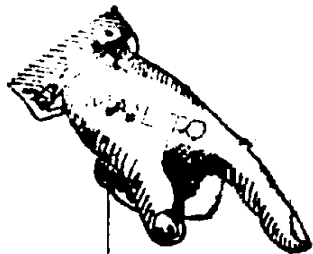

Notary Public

Commission Expires Sept. 17, 1986

21 OCT 1985 12:22

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-85-244697



BOX No
SECOND MORTGAGE
Trust Deed

STEVEN M MARKIEWICZ

THE NORTHLAKE BANK (5623)
26 W NORTH AVE
NORTHLAKE, IL 60164

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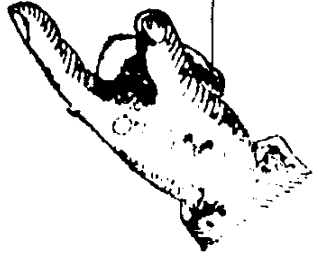
GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

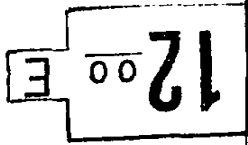
SECOND MORTGAGE Trust Deed

STEVEN M. MARKIEWICZ

(1)



THE NORTHLAKE BANK (5623)
26 W NORTH AVE
NORTHLAKE, IL 60164



GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

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Commission Expires Sept. 17, 1986

[Signature]
Notary Public

State of Illinois, County of Cook, Donald L. Thode, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven M. Markiewicz personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument a 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 _____ day of October, 1985.

STATE OF ILLINOIS
COUNTY OF COOK

SS