

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

THIS INDENTURE WITNESSETH That Agnes H. Komornicki  
divorced & not since remarried  
(hereinafter called the Grantor), of 1400 Elmhurst Rd  
Mount Prospect, Il. 60056

for and in consideration of the sum of FIVE THOUSAND EVEN Dollars  
in hand paid, CONVEY AND WARRANT to Wayne W. Franzen

of 25 E. Campbell ST. Arlington Heights, Il. 60005

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

SEE LEGAL DESCRIPTION RIDER HERETO ATTACHED:

Unit No. 102 in Richard Vale Condominium No. 1 as delineated on the Survey of that part of lot 2 in Old Orchard Country Club Subdivision, being a part of the Northwest 1/4 of Section 27 and part of the East 1/2 of the Northeast 1/4 of Section 28, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat recorded May 9, 1972 as Document No. 21895678, in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration of Condominium ("Condominium Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24-9-83409 together with its undivided percentage interest in the Common Elements.

P. I. N. #

Hereby releasing and waiving IN TRUST, nevertheless, to WHEREAS, The Grantor is

IN 59 1  
BEGINNI  
MONTH 1

Mortgagor (s) hereby grants to Mortgagee, his, her or 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 Condominium Declaration, in the Declaration of Easements, Covenants and Restrictions ("Homeowner's Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22507684, as amended from time to time, and the Declaration and Grant of Easement ("Easement Declaration") so recorded as Document No. 24771256.

payable  
F \$ 113.07  
H SUCCESSIVE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 waste to 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 grantee 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 to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon 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 affecting said premises or pay all prior incumbrances 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 of such indebtedness 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 NINE per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if 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 document preparation, 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, 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 reversed 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 the said premises.

The name of a record owner is: Agnes H. Komornicki

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

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 first 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

Witness the hand and seal of the Grantor this 24 day of October, 19 86

Agnes H. Komornicki (SEAL)  
Agnes H. Komornicki

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

ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL)  
25 EAST CAMPBELL STREET  
ARLINGTON HEIGHTS, ILLINOIS 60005

This instrument was prepared by DONNA NIEMANN

(NAME AND ADDRESS)

5102099

85507015  
2509894

FE

85507015

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, LOIS V. HEARL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that AGNES H. KOMOLWICKI, DIVORCED AND NOT SINCE REMARRIED

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 she signed, sealed and delivered the said instrument as her 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 24TH day of OCTOBER, 1986.

(Impress Seal Here)

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAY 3 1987  
ISSUED THRU ILLINOIS NOTARY ASSOC.

*Lois V. Hearl*  
Notary Public

Commission Expires \_\_\_\_\_

30 OCT 86 2:07

801-29-03 40000 \* 10/27 1986 A 1000 12.

-86-507015

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

KAREN KASTEN

ARLINGTON HEIGHTS FEDERAL  
SAVINGS and LOAN ASSOCIATION  
25 EAST CAMPBELL STREET  
ARLINGTON HEIGHTS, ILLINOIS 60005

1200 E

GEORGE E. COLE®  
LEGAL FORMS

UNOFFICIAL COPY

5 1 0 7 0 9 5 7

(NAME AND ADDRESS)  
ARLINGTON HEIGHTS, ILLINOIS 60005

This instrument was prepared by

DONNA NIEMANN

ARLINGTON HEIGHTS-FEDERAL SAVINGS AND LOAN ASSOCIATION

(SEAL)

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

Agnes H. Komornicki

(SEAL)

Witness the hand and seal of the Grantor this 24 day of October 19 86

This trust deed is subject to the terms, issues and profits of said premises, shall release said premises to the party entitled, on receiving his reasonable charges. and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Receiver 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 this trust; of said County is hereby appointed to be first successor in this trust; County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT OF THE DEATH OR REMOVAL FROM SAID Cook Agnes H. Komornicki

The name of a record owner is collect the rents, issues and profits of the said premises, 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 proceed, 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 until all such expenses and disbursements, including attorney's fees, have been paid. The Grantor for the County, and for the heirs, such foreclosure proceedings; which proceedings shall be an additional lien upon said premises, shall be taxed as costs and included in any decree, not release hereof given, expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree, not release hereof given, whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements occasioned by any including reasonable attorney's fees, outlays for document preparation, stenographer's charges, cost of procuring or compiling abstract showing the IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof — then matured by express terms.

percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had 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 IN THE EVENT OF A BREACH OF ANY OF THE FORESAID COVENANTS OR AGREEMENTS, the whole of said indebtedness, including principal and all earned interest, indebtedness secured hereby, without demand, and the same with interest thereon from the date of payment in full, shall be immediately due and payable, and with interest thereon from time of such breach IN THE EVENT OF FAILURE TO INSURE, or pay taxes or assessments, or the prior payment of the interest thereon when due, the grantee or the holder of said insurance, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. I refuse herein to the holder of the first mortgage indebtedness, with loss clause attached pay, by or at the first Trustee or Mortgagee, and second, to the any time on said premises insured in companies to be selected by the grantee hereinafter, who is hereby authorized to place such insurance in companies 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 now or at demand to exhibit receipts thereof; (3) within sixty days after destruction or damage to rebuild or to repair all buildings or improvements on said or according to any agreement extending time of payment; (2) to pay when due, each year, all taxes and assessments against said premises, and on THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in the year and in said note or notes provided,

IN 59 INSTALLMENTS OF \$113.07 EACH AND A FINAL INSTALLMENT OF \$ 113.07 BEGINNING ON 12-09-86, AND CONTINUING ON THE SAME DAY OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL FULLY PAID.

WHEREAS, the Grantor is justly indebted upon ONE principal promissory note — hearing even date herewith, payable

P. I. N. # 05-27-100-030-1002

THIS INDENTURE WITHIN (herein) Mount, (and) and is for and in consideration of the in hand paid, CONVEY to 025 E. Campbell, (and) as Trustee, and to his successors, with the improvement estate, with the plumbing apparatus and fix rents, issues and profits of sa

Recorder's Use Only

85507015

TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 April, 1980

LEGAL FORMS GEORGE E. COLE

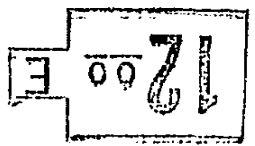
UNOFFICIAL COPY

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed



KAREN KASTEN

ARLINGTON HEIGHTS FEDERAL  
SAVINGS and LOAN ASSOCIATION  
25 EAST CAMPBELL STREET  
ARLINGTON HEIGHTS, ILLINOIS 60005



GEORGE E. COLE  
LEGAL FORMS

-86-507015

Property of Cook County Clerk's Office

30 OCT 86 2 : 07

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAY 3 1987  
ISSUED thru ILLINOIS NOTARY ASSOC.  
Commission Expires \_\_\_\_\_

*[Signature]*  
Notary Public

Given under my hand and official seal this \_\_\_\_\_ 24TH day of \_\_\_\_\_ OCTOBER 19 86

waiver of the right of homestead.  
Instrument ( ) her \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and  
appeared before me this day in person and acknowledged that she \_\_\_\_\_ signed, sealed and delivered the said  
personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ is subscribed to the foregoing instrument,  
\_\_\_\_\_

REMARKED

I, \_\_\_\_\_ LOIS V. HEART, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that AGNES H. KOMORITCKI, DIVORCED AND NOT SINCE

STATE OF \_\_\_\_\_ ILLINOIS  
COUNTY OF \_\_\_\_\_ COOK  
ss. }

85507015