

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That **Eugeniusz M. Golik & Jadwiga E. Golik, his wife**

(hereinafter called the Grantor), of **2916 North Avers, Chicago, Illinois 60618**  
(No. and Street) (City) (State)

for and in consideration of the sum of **Eleven Thousand (\$11,000.00)** ----- Dollars

86561910

in hand paid, CONVEY **AND WARRANT** to **Frank Fudala, Jr. & Janina Fudala, his wife** of **5124 West Newport, Chicago, IL 60641**  
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

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:  
**LOT FIFTEEN (15) IN HEAFIELD'S SUBDIVISION OF LOT TWELVE (12) (EXCEPT THE EAST FIVE (5) ACRES THEREOF) AND THE WEST HALF OF LOT THIRTEEN (13) IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTH WEST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

**P.T.N. #13-26-120-025-0000 v. 354**  
Hereby releasing and waiving all rights under, and by virtue of the homestead exemption laws of the State of Illinois

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IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein  
WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable in installments as follows: **Four Hundred Thirty-Three & 34/100 (\$433.34) Dollars payable on 1st day of January, 1987 and Four Hundred Thirty-Three & 34/100 (\$433.34) Dollars on the 1st day of each month thereafter, to and including the 1st day of January, 1989, with a final payment of the balance due on the 1st day of February, 1989 with interest at a rate of 0.0 per cent per annum on the principal balance from time to time unpaid and payable monthly with each installment as it falls due hereunder.**

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when 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 or 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, which 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 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 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 at **10.0** 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 **10.0** per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a 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 documents, 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 occasioned by any suit or proceeding wherein the grantee or any holder of a 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 after decree of sale shall have been entered or not, shall not be dismissed, nor released 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 **Eugeniusz M. Golik & Jadwiga E. Golik, his wife**

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

**Recorder** 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 **Convenants, conditions and restrictions of record**

Witness the hand and seal of the Grantor this **15th** day of **October**, **1986**

*Eugeniusz M. Golik* (SEAL)  
Eugeniusz M. Golik

*Jadwiga E. Golik* (SEAL)  
Jadwiga E. Golik

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

This instrument was prepared by **R.S. Cholminski, 5616 W. Montrose Ave., Chgo., IL 60634**  
(NAME AND ADDRESS)

THIS MORTGAGE IS A SECOND MORTGAGE

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# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook

ss.

I, ANDREA C. TUCKER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EUGENIUSZ M. GOLIK & JADWIGA E. GOLIK, HIS WIFE

personally known to me to be the same person, whose name 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 official seal this 15th day of October, 1986.

(Impress Seal Here)

*Andrea C. Tucker*  
Notary Public

Commission Expires September 5, 1989

DEPT-03 RECORDING \$11.25  
182287 TRAM 578A 11/26/86 13.03.00  
169750 R A \* 86-564910  
COOK COUNTY RECORDER



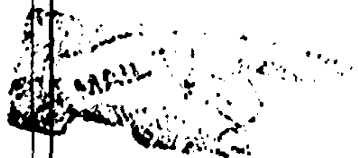
86 564910

86564910

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO



PLEASE MAIL TO:

**RICHARD S. CHELMINSKI**  
*Attorney At Law*  
5616 WEST MONTROSE AVENUE  
CHICAGO, ILLINOIS 60634

**GEORGE E. COLE**  
LEGAL FORMS