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THIS INDENTURE WITNESSETH that **MARK BERLINSKI, a Bachelor and ELAINE J. BERLINSKI, wife of BENJAMIN J. BERLINSKI** (hereinafter called the Grantor), of **866 Cambridge Lane, Crystal Lake, Il.**

for and in consideration of the sum of **ONE DOLLAR**

in hand paid, CONVEY AND WARRANTS to **GEORGE J. DREWS** of **2956 N. Spaulding Ave., Chicago, Il. 60618**

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**

Above Space For Recorder's Use Only

and State of Illinois, to-wit: **Lot 1 in H. R. Campbell's Resubdivision of Lots 3,4,5 and the West 17 feet of Lot 2 of Storey and Allen's Subdivision of Block 10 of Brand's Subdivision of the Northeast quarter of Section 26, Township 40 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois;** Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: **13-26-218-003**
Address(es) of premises: **2956 North Spaulding Ave., Chicago, Il. 60618**

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted up to **their** principal promissory note bearing even date herewith, **XXXXX**

for **TEN THOUSAND DOLLARS** payable in monthly instalments of **\$185.26**, including principal and interest, or more, commencing **December 1, 1986**, and on the 1st day of each and every month thereafter, with a final payment of the balance due of principal and interest on **September 30, 1992**. Each of said instalments of principal and interest shall be first applied to interest on the unpaid balance and the remainder to principal.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon 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 paying only 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 first 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 incumbrance 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at **Ten** percent 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 **Ten** 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 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 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 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner **Mark Berlinski and ELAINE J. BERLINSKI**

IN THE EVENT of the death of the Grantor, or removal from said **Cook** County of the grantee, or of his resignation, refusal or failure to act, then **VIVIAN P. DREWS** 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 **mortgage to Great American Federal Sav. & Loan Asso.**

Witness the hands and seals of the Grantors this **10th** day of **November**, 19**86**

Mark Berlinski (SEAL)
Mark Berlinski

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

Elaine J. Berlinski (SEAL)
Elaine J. Berlinski

This instrument was prepared by **W. H. Powell, 5479 Milwaukee Ave., Chicago, Il. 60630** (NAME AND ADDRESS)

Box 302

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STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, STEPHEN D. KORSHAK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK BERLINSKI, a Bachelor, and ELAINE J. BERLINSKI, wife of BENJAMIN L. BERLINSKI,

personally known to me to be the same person, 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 official seal this 10th day of November, 1986.

(Impress Seal Here)

Stephen D. Korshak
Notary Public

My Commission Expires July 10, 1989

Commission Expires

DEPT-01 RECORDING \$11.00
TAXES TRANS 11/26/86 11:47:00
#1950 # 4 * -86-567286
COOK COUNTY RECORDER

865567286

SECOND MORTGAGE
Trust Deed

MARK BERLINSKI and
ELAINE J. BERLINSKI

TO

GEORGE J. DREMS

11.00

BOX 902

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GEORGE E. COLE
LEGAL FORMS