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THIS INDENTURE WITNESSETH, That Robert L. Novak and  
Wife Mary H. Novak,  
thereinafter called the Grantor, of 3831 Howard Ave.  
Western Springs, IL 60558 (City) (State)  
for and in consideration of the sum of Ten Thousand Dollars and No/  
100 (Dollars)  
in hand paid, CONVEY AND WARRANT to Freedom Federal  
Savings Bank of 600 Hunter Dr., Oak Brook, IL 60521 (City) (State)  
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

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Above Space For Recorder's Use Only

Real Estate Index Number: 15-32-306-006

Lot 9 in Block 2 in resubdivision of Blocks 1 and 2 in Field Park  
in Section 5, Township 38 North, Range 12, East of the Third  
Principal Meridian, in Cook County, Illinois.

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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 Grantor is justly indebted upon an installment note dated July 23, 1985,

payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of Ten Thousand Dollars and No/100 DOLLARS,

10,000.00, together with interest on the principal balance from time to time unpaid at the rate of 12.50 percent per annum from July 23, 1985, until maturity, payable in 59 installments of

225.21 each beginning August 25, 1985, 10, and a final installment of

Balanc, payable on August 25, 1990, and with interest after maturity of the

final installment at the rate of 12.50 percent per annum, and all of said indebtedness to made payable at such place as the holders of the note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of the holder at Freedom Federal Savings Bank,

600 Hunter Dr., Oak Brook, IL 60521.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 receipt therefor; (3) within sixty days after destruction or damage to rebuild or restore all, or all 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 first to the first Trustee or Mortgagee, and second, to the Trustee hereof as their interests may appear, which policies shall be left and remain with the said Mortgagor 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, the same when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments or discharge or purchase out 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 12.50 percent per annum shall be so much additional indebtedness accrued 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, in the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach at 12.50 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as full 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 a foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a survey showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor and the like expenses and disbursements, measured 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 addition to 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 the said premises.

The name of a record owner is: Robert L. Novak and Mary H. Novak, IL & Wife

IN THE EVENT of the death or removal from said Cook County, or of his resignation, refusal or failure to act, then Freedom Federal Savings Bank, of said County to be hereby appointed to be first successor in this trust; and if for any like cause and first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County to be hereby appointed to be second successor in this trust, and when all of the aforesaid covenants and agreements are performed, the grantor 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 23 day of July, 1985.

Robert L. Novak

(SEAL)

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

Mary H. Novak

(SEAL)

This instrument was prepared by Freedom Federal Savings Bank, 600 Hunter Dr., Oak Brook, IL 60521 (NAME AND ADDRESS)

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STATE OF Illinois  
COUNTY OF DuPage

ss.

I, Then N John,

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT L. NOVAK and wife  
MARY H. NOVAK,

personally known to me to be the same person whose name was subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as an 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 23<sup>rd</sup> day of July, 1985

(Impress Seal Here)

  
Notary Public

Commission Expires 10-14-87

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REC'D - A.M. 10/12/85 • 0748 C 38426 • 89040124 • 08-62-NYP

BOX No.

SECOND MORTGAGE  
Trust Deed

TO



FREEDOM FEDERAL SAVINGS BANK  
600 HUNTER DRIVE  
OAK BROOK, ILLINOIS 60521

-86-040124