

1986 JAN -7 PM 3:37

James J. Brumell RECORDER MICROFILMED

86059466

12.00

Above Space For Recorder's Use Only and State of Illinois, to-wit:

THIS INDENTURE WITNESSETH, That John D. Kornacker and Patricia A. Kornacker, husband and wife (hereinafter called the Grantor, of 829 West End Road, Roselle, Illinois 60172 for and in consideration of the sum of Forty-one Thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANT to First Bank of Romeoville of 50 Phelps Avenue, Romeoville, Illinois 60441 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

Building No. 2, Unit No. 401 in the Dana Point Condominiums as delineated on Survey of the following described parcel of land (hereinafter referred to as "Parcel"):

Lots "B" and "C" taken as a tract, (Except the North 306.0 feet of the West 350.0 feet and except the North 469.45 feet lying East of the West 350.0 feet thereof) in Kirchoffs Subdivision, being a Subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 10, the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 10, the Northwest 1/4 of the Northwest 1/4 of Section 11, and North 10 chains of the Southwest 1/4 of the Northwest 1/4 of Section 11, all in Township 41 North, Range 11, East of the Third Principal Meridian, and the south 1/2 of the Southwest 1/4 of Section 33, that part of the West 1/2 of the Northwest 1/4, South of Railroad, of Section 33, the Northwest 1/4 of the Southwest 1/4 of Section 33, that part of the Northeast 1/4 of the Southwest 1/4, South of Railroad, of Section 33, and the West 14-1/4 acres of that part of the West 1/2 of the Southeast 1/4, South of Railroad of Section 33, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Subdivision recorded May 22, 1912 in the Book 152 of Plats, Page 15, in Cook County, Illinois, together with an undivided 0.208 percent interest in said Parcel (excepting from said Parcel) all the property and space comprising all the Units thereof).

R86-00754 02-10-105 056

Grantor also hereby grants to grantee(s), successors and assigns, as a right and easement appurtenant to the premises herein conveyed, a perpetual and exclusive easement for parking purposes in and to Building No. 2, Garage Space No. 2288 as set forth and defined in said Survey.

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 first 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 pay immediately without demand and the same with interest thereon from the date of payment at promote 2 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 promote 2 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 an 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 the said premises.

The name of a record owner is: John D. Kornacker and Patricia A. Kornacker, Husband and 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 First Bank of Romeoville 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

Witness the hand and seal of the Grantor this 16 day of December 19 85

Please print or type names below signature(s) John D. Kornacker Patricia A. Kornacker

Mail & Bill to BOX 333 - HW 5 First Bank of Romeoville, 50 Phelps Avenue Romeoville, Illinois 60441

84727 A 946785 DS CHARGE DU PAGE CO. DIVISION

86059466 CHICAGO TITLE INSURANCE CO.

R86-00754

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1985 FEB 11 AM 11:26

86059466

STATE OF Illinois  
COUNTY OF Will

ss.

I, Jeanine A. Skelley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John D. Kornacker and Patricia A. Kornacker, husband and wife

personally known to me to be the same persons whose names 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 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 16th day of December, 1985.



Jeanine A. Skelley  
Notary Public

MY COMMISSION EXPIRES  
JULY 22, 1986

86059466

COOK COUNTY CLERK'S OFFICE

BOX No.

## SECOND MORTGAGE Trust Deed

John D. and Patricia A. Kornacker

629 West End Road,  
Roselle, Illinois 60172

TO

First Bank of Romeoville  
50 Phelps Ave.  
Romeoville, IL 60441

W



UNOFFICIAL COPY

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

John D. and Patricia A. Kornacker

629 West End Road,  
Roselle, Illinois, 60172

TO

First Bank of Romeoville  
50 Phelps Ave.  
Romeoville, IL 60441

Property of Cook County Clerk's Office

86059466



MY COMMISSION EXPIRES JULY 22, 1985

*Jeanne A. Skelley*  
Notary Public

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

waiver of the right of his mestead

instrument as \_\_\_\_\_ 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 they \_\_\_\_\_ signed, sealed and delivered the said  
personally known to me to be the same persons, whose names \_\_\_\_\_ are subscribed to the foregoing instrument,  
\_\_\_\_\_ husband and wife

I, Jeanne A. Skelley, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that John D. Kornacker and Patricia A. Kornacker,

COUNTY OF Will

STATE OF Illinois

ss.

COOK COUNTY, ILLINOIS  
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set forth and defined in said Survey.