

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

86065194

Permanent Real Estate Index #05-17-300-003  
Property Address 1206 Tower Road, Winnetka, IL.  
THIS INDENTURE WITNESSETH, That  
David & Darrelyn J. Zbaraz  
(hereinafter called the Grantor), of  
1206 Tower Winnetka IL  
(No. and Street) (City) (State)  
for and in consideration of the sum of Forty Thousand and 00/100  
Dollars  
in hand paid, CONVEY AND WARRANT to  
Marina Bank  
of 307 North Michigan Avenue Chicago IL  
(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:  
The East 100 feet of the North 225 feet of that part lying South of the South line of North Avenue of the North half of the East half of the West half of the North West quarter of the South West quarter of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian said premises being shown as Lot D on plat of William Ager McKinney's Subdivision of the North half of the East half of the West half of the North West quarter of the South West quarter of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian and also Lot D (except the East 100 feet thereof) in Block 3 in County Clerks Division of the South West quarter of Section 17 which was recorded April 1, 1922 as Document 7455915 in Book 168 of Plats, page 45 in the Village of Winnetka, in Cook County, Illinois.

Hereby releasing a  
IN TRUST, never

WHEREAS, The Grantor is justly indebted to Marina Bank of Cook County, Illinois, in the sum of \$40,000.00 by promissory note bearing even date herewith, payable principal and interest due at maturity. The maturity date of the note is 4/30/86. This mortgage shall secure any modification, extensions of the note.

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, or rebuilding or repairs to, 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 Trustee or 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, or any expenses or disbursements so made, 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 the post maturity rate set forth in the note, 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 compiling 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 David & Darrelyn Zbaraz  
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 Marina Bank or its successors Cook 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 30th day of January 1986

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

David Zbaraz (SEAL)  
Darrelyn Zbaraz (SEAL)

This instrument was prepared by Thomas B. Strusiewicz, Marina Bank, 307 N. Michigan Avenue, Chicago, IL 60601 (NAME AND ADDRESS)

86065194

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Elizabeth M. Wageman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

David & Darrelyn Zbaraz

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 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 31<sup>st</sup> day of January, 1986.

(Imprint Seal Here)

*Elizabeth M. Wageman*  
Notary Public

Commission Expires MY COMMISSION EXPIRES JUNE 9, 1988

14 FEB 06 11 32

Property of Cook County Clerk's Office

BOX No \_\_\_\_\_

SECOND MORTGAGE

**Trust Deed**

TO \_\_\_\_\_



11.00 €

GEORGE E. COLE  
LEGAL FORMS

-86-065194

UNOFFICIAL COPY

This instrument was prepared by Thomas B. Strzelawicz, Martina Bank, 307 N. Michigan Avenue, Chicago, IL 60601

Witness the hand and seal of the Grantor this 30th day of January 1986.
David & Darcelyn Zbaraz (SEAL)
Darcelyn Zbaraz (SEAL)

The name of a record owner is David & Darcelyn Zbaraz. IN THE EVENT of the death, removal from said COOK county of its successors...

The name of a record owner is David & Darcelyn Zbaraz. IN THE EVENT of the death, removal from said COOK county of its successors...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

IN THE EVENT of failure to pay any principal or interest... the interest shall be added to the principal...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

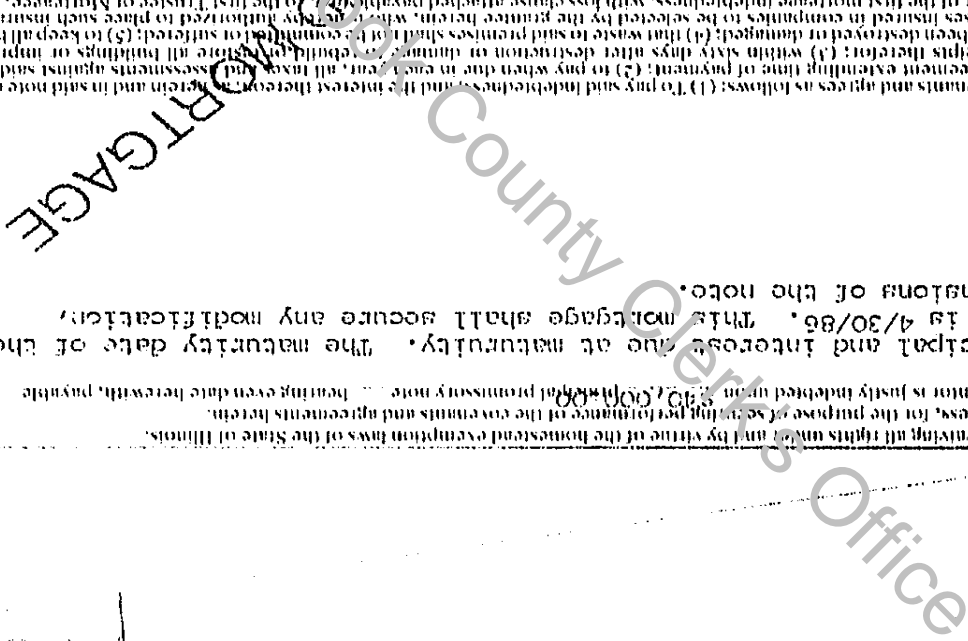
IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

IN THE EVENT of a breach of any of the above covenants or agreements... the holder of the note shall, at the option of the holder...

6159098

note



86065194

For Recorder's Use Only

CAUTION: Certain liability may be assumed by the grantor...

Permanent Real Estate Index #05-17-300-003 Property Address 1206 Tower Road, Winnetka, IL

1206 Tower Winnetka, IL 60091 for and in consideration of the sum of Forty thousand and 00/100 Dollars

307 North Michigan Avenue Chicago, IL 60601 Martina Bank

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

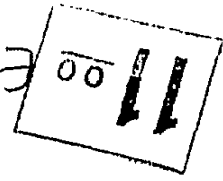
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals...

UNOFFICIAL COPY

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

TO \_\_\_\_\_



GEORGE E. COLE  
LEGAL FORMS  
51590-98-86-065194

FEB-14 06 1:36

14 FEB 06 1:36

Commission Expires MY COMMISSION EXPIRES JUNE 9, 1983

(Ingram Seal Here)

*Elizabeth M. Wageman*  
Notary Public

Given under my hand and official seal this 31st day of January, 1986

wife of the right of homestead.

instrument in \_\_\_\_\_ their 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 person whose names are subscribed to the foregoing instrument,

David & Parcelyn Zbaraz

State aforesaid, DO HEREBY CERTIFY that

I, Elizabeth M. Wageman, a Notary Public in and for said County, in the

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SS. }

Property of Cook County Clerk's Office