

UNOFFICIAL COPY 86131600

TRUST DEED - SECOND-MORTGAGE FORM (ILLINOIS)

27-36807

This Indenture, WITNESSETH, That the Grantor John P. Certik and Cynthia A. Certik, his Wife

Property Address: 3444 S. Maple of the City Berwyn County of Cook and State of Illinois

for and in consideration of the sum of Twelve thousand three hundred forty-two & no/100 Dollars in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

of the City Chicago County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City Berwyn County of Cook and State of Illinois, to-wit:

Lot 29 and the South half of Lot 28 in Block 38 in Andrews and Piper's Second Addition to Berwyn in Section 31, Township 39 North,

Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.R.E.I. #16-31-128-041 AC

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DEPT-01 RECORDING \$1.00 TH3333 TRAN 0205 04/07/86 11:17:00 #0450 # C * 86-131600

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 John P. Certik and Cynthia A. Certik, his Wife justly indebted upon 86 131600 principal promissory note, bearing even date herewith, payable

payable in 60 successive monthly installments each of \$205.70 due on the note commencing on the 18th day of MAY 19 86 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 building 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 secondly 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 seven 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 earnings and 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 seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit in 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 complainant in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, contacting 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 for costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said 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.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Joan J. Behrendt 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 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.

Witness the hand and seal of the grantor on the 3rd day of APRIL A. D. 19 86

John P. Certik (SEAL) Cynthia A. Certik (SEAL)

Box 2

86131600

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust deed

TO
R. D. MCGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

0451 PB

Property of Cook County Clerk's Office

86131600

I, the undersigned _____
 a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that John P. Certik and
Cynthia A. Certik, his wife,
 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 the 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 Notarial Seal, this 3rd day of APRIL, A. D. 1986

 Notary Public
 My Commission Expires April 15, 1988

State of Illinois }
County of Cook } 55.