

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

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

THIS INDENTURE WITNESSETH, That JOHN VOJTECH and
VERA VOJTECH

(hereinafter called the Grantor), of 838 Bay Court
Bartlett Illinois

for and in consideration of the sum of ONE THOUSAND AND NO/100'S
(\$1,000.00) ***** Dollars,

in hand paid, CONVEY AND WARRANT to JOEL LERNER,
d/b/a BLUE RIBBON REALTY,

of 651-10 South Eighth West Dundee IL

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:

That part of the West half of the Southwest quarter of Section 27, Township 41 North,
Range 9, East of the Third Principal Meridian bounded and described as follows:
Commencing at the Northwest corner of said quarter Section, thence South 53 degrees
East 7.5 chains; thence South 6 degrees West 11.50 chains; thence South 4½ degrees
West 4 chains; thence South 2½ degrees West 2.17 chains; thence North 73½ degrees West
5 chains to the West line of said quarter section; thence North 1½ degrees East 20.6
chains to the place of beginning (excepting therefrom that part thereof lying North of

SEE REVERSE SIDE FOR CONTINUATION OF LEGAL DESCRIPTION
Hereby releasing and waiving all rights and claims of the holder of the first mortgage 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 on one principal promissory note bearing even date herewith, payable

in five consecutive monthly installments of \$200.00 each beginning October 27, 1986 and
ending February 27, 1987, said principal balance bearing no interest.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as therein 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 repair 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 first mortgage 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 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. If all money so paid, the Grantor agrees to repay immediately
without demand, and the same with interest thereon from the date of payment, statutory 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 statutory per cent 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 documents, 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 or charge of said premises with power to
collect the rents, issues and profits of said premises.

The name of a record owner is: JOHN VOJTECH and VERA VOJTECH

IN THE EVENT of the death or removal from said Kane County of the grantee, or of his resignation, refusal or failure to act, then
any duly licensed attorney 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 a trust deed second mortgage bearing even date herewith payable
to the County of Cook, State of Illinois.

Witness the hand and seal of the Grantor this 27th day of January 1986

JOHN VOJTECH (SEAL)

Please print or type name(s)
below signature(s)
VERA VOJTECH (SEAL)

This instrument was prepared by KISS & RYAN, Attorneys at Law 96 Kennedy Memorial Drive
Carpentersville, IL 60110 (NAME AND ADDRESS) 312/428-5477

86139248

DEPT-91 RECORDING \$11.00
T#4444 TRAN 0221 04/11/86 09:25:00
#2825 # D * -86-139248

Above Space For Recorder's Use Only

63532

COOK COUNTY SECOND MORTGAGE

86139248

-86-139248

11 30

Box 334

UNOFFICIAL COPY

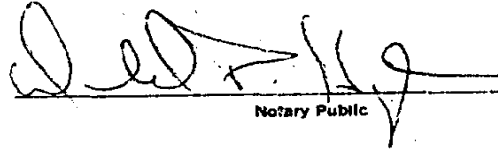
STATE OF ILLINOIS)
COUNTY OF KANE) ss.

~~PROBATOR~~ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN VOJTECH and VERA VOJTECH, _____ husband and wife, are

personally known to me to be the same person^s whose name^s 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 27th day of January, 1986.

(Impress Seal Here)



Notary Public

Commission Expires 4-5-89

CONTINUATION OF LEGAL DESCRIPTION.

a State road known as United States Highway No. 20 and excepting also that part along the Western boundary thereof used for Illinois State Highway No. 59 and the ramp connecting the said State Highway with United States Highway No. 20 and excepting also that part thereof bounded and described as follows: Commencing at the intersection of the center line of Lake Street and Illinois State Highway No. 59; thence South on the center line of said State Highway 273.0 feet; thence East 50 feet to the East line of said Highway No. 59 for a place of beginning; thence running East on a line 90 degrees to the West line of said Section 100 feet; thence South 54.8 feet to the North line of the highway; thence Westerly along the North line of said highway 79 feet to the radius point, thence Westerly and Northerly on an arc 22 feet radius 37.8 feet; thence North on the East line of said State Highway No. 59, 32.5 feet to the place of beginning and excepting also therefrom that part thereof lying Southerly and Easterly of the following described line, to-wit: Commencing at the Southwest corner of said Section 27; thence West along the South line of Section 28, in the Township and Range aforesaid for a distance of 12.5 feet; thence Northerly along a line which forms an angle 91 degrees 42 minutes to the right with a prolongation of the last described course for a distance of 2,077.1 feet; thence Easterly along a line at right angles to the last described course of a distance of 50 feet for the point of beginning of said line; thence Northeasterly along a curve to the right having a radius of 25 feet and tangent to a line which is at right angles to the last described course for a distance of 41.85 feet to a point, thence Northeasterly along a curve to the left having a radius of 283.82 feet and tangent to the last described curve for a distance of 450.15 feet to a point; thence Northerly along a line tangent to the last described curve for a distance of 20 feet to a point, situated in the County of Cook and the State of Illinois, also described as part of Lot 6 in the Division of the Southwest 1/4 and the South 1/2 of the Northeast 1/4 of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

BOX No. 86139248
SECOND MORTGAGE
Trust Deed

TO

06-27-301-014 JL
Corner of South & Lake
Chicago, Ill

Box 334

GEORGE E. COLE
LEGAL FORMS