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S1105395

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

THIS INDENTURE WITNESSETH, That VICTOR CHIRILA AND
ELENA CHIRILA. HTS WIFE.
(hereinafter called the Grantor), of 4854-56 West Deming, Chicago, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Thirty Thousand
(\$30,000.00)
in hand paid, CONVEY AND WARRANT to Frank
Kedzierski and Jane Kedzierski, his wife
of 4708 W. Bryn Mawr, Chicago, Illinois (No. and Street) (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 all the successors are successful to the successf

rents, issues and profits of said premises, situated in the County of \_\_\_\_\_C\_\_O\_\_O\_\_K\_\_

DEPT-01 RECORDING \$11,25 T#4444 TRAN 9294 97/18/84 19:47:00 #6927: #-D::: ×一台ムー3の2938 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

... and State of Illinois, to-wit:

LOTS 30, 31, AND THE THE WEST 12 FEET OF LOT 32 IN BLOCK 9 IN EDWARD F. KENNEDY'S RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIR PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights and by virtue of the homestend 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 . \*Deix\* principal promissory note \_\_\_\_ bearing even da bearing even date herewith, payable

IN MONTHLY INSTALLMENTS OF TWO HUNDRED SIXTY-THREE AND 27/100 (\$263.27) DOLLARS COMMENCING AUGUST 3, 1986 WITH THE FINAL PAYMENT OF THE BALANCE DUE ON JULY 3, 1991 IN THE SUM OF TWENTY-EIGHT THOUSAND NINE HUNDRED NINETY-FOUR AND 09/100 (\$28,994.09) DOLLARS, WITH INTEREST AT A RATE OF 1E'. (10%) PER ANNUM.

without demand, and the same with interest thereon from the date of paymental TEN\_(10)\_ per r... 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, inclining principal and all carned interest, shall, at the option of the legal holder thereof, without notice, become usual districted and payable, and with it to est thereon from time of such breach at TEN\_(10)\_ per cent per annum, shall be recoverable by fore distance thereof, or by suit at law, or both, the same as it all of said indebtedness had then matured by express terms.

It is AGREED by the Grantor that all expenses and disbuffements paid or incurred in behalf of plaintiff in connection in the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure deer to shall be paid by the Grantor; and the like expenses and disburrements, so holder district payon said indebtedness, as such, may be a party, shall falso be paid. by the Grantor Allsuch expenses and disbursements shall be an additional time 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 cost se hereof given, until all such expenses and disbursements. In the control waves all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the Cirantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the Cirantor 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 garty claiming under the Grantor, appoint a receiver to take pos

VICTOR CHIRILA AND ELENA CHIRILA, HIS WIFE The name of a record owner. IN THE EVENT of the death or removal from said\_ 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 altoresaid 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 Conditions and restrictions. COOK \_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then

3rd day of July Witness the hand S and seal S. of the Grantor this \_ (SEAL) VICTO Please print or type name(s) below signature(s) MAIL (SEAL) CHIRILÁ ELENA

This instrument was prepared by RICHARD S. CHELMINSKI, 5616 W. Montrose, Chg., II. 60634 (NAME AND ADDRESS)

## SEES UNOFFICIAL COPY

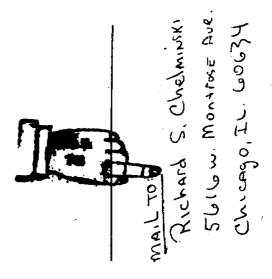
STATE OF LCINOIS SS.		
COUNTY OF Cook		
A CONTRACTOR OF A MARKET COMMANDER OF THE STATE OF THE ST		X
I, THE UNDERSIGNED	, a Notary Public in and	for said County, in the
State aforesaid, DO HEREBY CERTIFY that VICTOR O	HIRILA AND ELENA CHIRI	LA, HIS WIFE
personally known to me to be the same personS. whose name	ne_S_ARE subscribed to the	ne foregoing instrument,
appeared before me this day in person and acknowledged	that THEY signed, sealed	and delivered the said
instrument as free and voluntary act, for the uses a	and purposes therein set forth,	including the release and
waiver of the rig it of homestead.		
Given under my rand and official seal this 3RD	day ofالـــــــــــــــــــــــــــــــــ	, 19_86.
(Impress Seal Here)	Caraly (	Petter
Commission Expires 6=25=89	Dir Clarks O	Tico Co
	_	o .

BOX NO.

SECOND MORTGAGE

Trust Deed

To



GEORGE E. COLE® LEGAL FORMS