

TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 APR 11 1980 1987 NOV -5 11 10 40

87596821

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

LA 7110183

THIS INDENTURE WITNESSETH, That Robert Koncel, a bachelor, (hereinafter called the Grantor), of 3618 Blanche, Brookfield, IL 60525 for and in consideration of the sum of Fifteen thousand and no/100 Dollars in hand paid, CONVEY AND WARRANT to Bank of Lyons, of \*8601 W. Ogden Ave., Lyons, IL 60534

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:

Above Space For Recorder's Use Only

Lot 33 in Block 2 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West 1/2 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

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Permanent Index No. 19-13-402-032-0000 G.A.O. Dan 3618 Blanche

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 is justly indebted upon principal promissory note bearing even date herewith, payable

The sum of fifteen thousand and no/100 (\$15,000.00) with interest thereon at the rate of Prime plus two from October 23, 1987 until maturity, payable January 21, 1988 and with maturity until paid at the rate of Prime + Six per cent. Interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs, and expenses incurred by the Bank.

Prime rate based on the First Nat'l Bank of Chicago

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 on 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 mortgagee 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 are 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 file affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 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 holder 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 per cent per annum, shall be recoverable by foreclosure in law, or by suit at law, or both, the same as if of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements and/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 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 cost 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 person 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 Robert A. Koncel

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Bank of Lyons 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 23 day of October 19 87

X Robert A. Koncel (SEAL) Robert A. Koncel

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

(SEAL)

This instrument was prepared by Glenda Lipsey, 8601 W. Ogden Ave., Lyons, IL 60534 (NAME AND ADDRESS)

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# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Glenda Lipsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Koncel, a bachelor

personally known to me to be the same person whose name is 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 notarial seal this 23rd day of October, 19 87.

(Impress Seal Here)

Glenda Lipsey  
Notary Public

Commission Expires 7-18-88

BOX No.

SECOND MORTGAGE  
**Trust Deed**

ROBERT A KONCEL

TO

BANK OF LYONS

Mail to:

Bank of Lyons  
8601 W. Ogden  
Lyons, IL 60534

BOX 333-HV

87596821