

UNOFFICIAL COPY

9559007

THIS INSTRUMENT, WITNESSETH, That Marian Kolodziej and Irena Kolodziej, his wife

(hereinafter called the Grantor), of 2403 W. Chicago Chicago Illinois 60622

for and in consideration of the sum of Forty Thousand and XX/100 Dollars in hand paid, CONVEY AND WARRANT to Chicago Title and Trust Company of 111 W. Washington Chicago 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, 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lots 1 and 2 in block 2 in Mulff and Russell's Warner Avenue Subdivision, being part of the Southwest quarter of Section 19, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

tax number: 13-19-307-009 and 13-19-307-010 property address: 6835-39 W. Addison, Chicago, Illinois 60634

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 Grantors Marian Kolodziej and Irena Kolodziej, his wife are justly indebted upon their principal promissory note bearing even date herewith, payable

in 60 monthly installments of \$654.63 each or more, and a final installment of \$1,101.67 on December 15, 1991 including interest beginning on January 15, 1987 and continuing on the same day of each successive month thereafter until the note is paid in full, at a rate of 11% per annum payable upon the principal balance remaining from time to time unpaid.

11.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon 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 rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) not waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured by 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, second, to the holder herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 said incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay all 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 shall bear interest thereon from the date of payment at eight 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 or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum shall be recoverable by foreclosure thereof, or in 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, charges 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 answer 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 claims 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, 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 second owner is Marian Kolodziej and Irena Kolodziej, his wife

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 Kolega Enterprises 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 hands and seals of the Grantors this 29th day of December 1986

Marian Kolodziej (SEAL) Irena Kolodziej (SEAL)

This instrument was prepared by John A. Scribner, Attorney at Law, 2701 S. Western Ave., Chicago, IL 60608

87123861

UNOFFICIAL COPY

STATE OF Illinois COOK COUNTY, ILLINOIS
FILED FOR RECORD
COUNTY OF Cook 1987 MAR -6 PM 12:05 SS. 87123861

I, JOHN A. SCRIBNER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marian Kolodziej and Irene Kolodziej

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 notarial seal this 29th day of December, 1986.

(Impress Seal Here) John A. Scribner
Notary Public

Commission Expires 3/15/91

87123861

BOX No. _____
SECOND MORTGAGE
Trust Deed

Marian Kolodziej and
Irena Kolodziej, his wife
TO
Kolega Enterprises
(an Illinois General Partnership)

MAIL TO:
C.C.C. - J
CHICAGO, ILLINOIS 60645
BOX 52

Property of Cook County Clerk's Office