

87213606

THIS INDENTURE WITNESSETH, That Thomas Kowalski and wife Stephanie
(hereinafter called the Grantor), of
9517 Schiller Blvd., Franklin Park, IL
(No. and Street) (City) (State)
for and in consideration of the sum of Four thousand nine hundred
fifty-nine dollars and 60/100 Dollars
in hand paid, CONVEY AND WARRANT to
MIDWEST BANK and TRUST COMPANY
of 1606 N. Harlem Ave., Elmwood Park, Illinois 60835
(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 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

Lots 8 and 9 in Block 14 in Franklin Park, in Cook County, Illinois, in West Half of the Northwest Quarter of Section 27, Township 40 North, Range 12, East of the Third Principal Meridian.

Index#12-27-114-002

Property of Cook County
J & All CAD

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.

WITHEAS, the Grantor is justly indebted upon SAID principal promissory note bearing even date herewith, payable in 24 monthly installments of \$ 459.60 each, beginning on April 27, 1987 and continuing on the same day of each successive month thereafter until the debt is paid in full.

Proceeds are 4,500.00
Maturing 3-27-89

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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 cash, or by check, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild, to insure all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 grantor, having 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 Trustee or Mortgagee, and second, to the Trustee herein as then 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 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 discharge of 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 9.52 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 of 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 hereon from time of such breach at 11.52 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 depositions, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises and other foreclosure details, shall be paid by the Grantor, and the like expenses and disbursements occasioned by any suit or proceeding filed on the part of 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 proceedings, whether decrees 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 on charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Thomas Kowalski and wife Stephanie

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 reorder of deeds of said County is hereby appointed to be the 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 the 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 existing first mortgage

Witness the hand and seal of the Grantor this 27th day of March, 19 87

Thomas J. Kowalski (SEAL)

Stephanie J. Kowalski (SEAL)

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

Lisa Kachigian

This instrument was prepared by Installment Loans-Midwest Bank & Trust Co., 1606 N. Harlem Ave., (NAME AND ADDRESS) PAR

UNOFFICIAL COPY

RECORDS SECTION
COUNTY CLERK'S OFFICE

STATE OF Illinois
COUNTY OF Cook

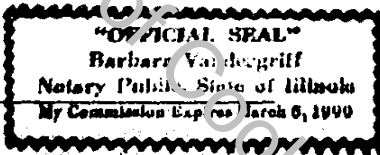
ss.

I, Barbara Vandergriff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. & Stephanie Kowalski

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 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 27 day of March, 1987

(Impress Seal Here)



[Handwritten Signature]
Notary Public

Commission Expires

My Commission Expires March 6, 1990

12 (C) 89081572

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12.00

22 APR 87 12:40

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BOX NO.

SECOND MORTGAGE
Trust Deed

MIDWEST BANK and TRUST COMPANY

Elmwood Park, Illinois

TO

MAIL TO:

MIDWEST BANK and TRUST COMPANY

1606 N. Harlem Ave.

Elmwood Park, Illinois 60635



Made with ALLIANCE FINANCIAL, INC.