

UNOFFICIAL COPY

58025929

THIS INDENTURE, WITNESSETH, That BARBARA SRAGA

(hereinafter called the Grantor), of 9321 Thomas Drive, Orland Park, IL 60462  
(No. and Street) (City) (State)

for and in consideration of the sum of Seven Thousand Ninety and 12/100 # # # # Dollars  
in hand paid, CONVEY AND WARRANT to Affiliated Bank/Western National  
of 5801 West Cermak Road, Cicero, IL  
(No. and Street) (City) (State)

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 Orland Park County of Cook and State of Illinois, to-wit:

Unit Number 601 in Heritage Townhouses Condominium Phase II, as delineated on a survey of the following described real estate:

A portion of the South East 1/4 of Section 3, Township 36 North, Range 12 East of the Third Principal Meridian, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document 85156585; together with its undivided percentage interest in the common elements in Cook County, Illinois. Grantor also hereby grants to the Grantee, its successors and assigns as rights, easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein. Pin #27-03-301-624 032-1021T

Common Address: Unit 601 9321 Thomas Drive, Orland Park, IL 60462

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 BARBARA SRAGA

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

in 11 installments of \$305.30, and a final installment of \$4,227.14, beginning 01/16/88 @ 8.75%

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 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) To cause 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 Trustee or Mortgagee, and, second, to the Trustee 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 prior incumbrance, 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; 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 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, and may 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, of counsel 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 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 a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or 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 the said premises.

The name of a record owner is: BARBARA SRAGA

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 \_\_\_\_\_ 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 hand and seal of the Grantor this 17th day of December 19 87

x B. Sraga (SEAL)  
BARBARA SRAGA (SEAL)

This instrument was prepared by R. Guerrero For Affiliated Bank/Western National, 5801 West Cermak Rd  
(NAME AND ADDRESS) Cicero, IL 60650

58025929

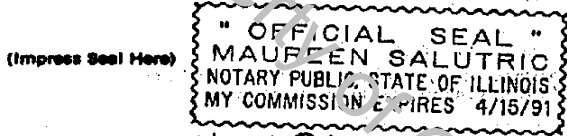
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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, MAUREEN SALUTRIC, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARBARA SRAGA

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 I signed, sealed and delivered the said instrument as I free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of herestead.

Given under my hand and notarial seal this 12TH day of January, 1988 ..



Maureen Salutric  
Notary Public

Commission Expires 4-15-91

JAN-19-88 00435 88025929 - A - Rec 12.00

BOX No.  
SECOND MORTGAGE  
**Trust Deed**

Barbara Sraga  
Unit #601, 9321 Thomas Drive, Orland Park, IL  
TO  
Affiliated Bank/Western National  
5801 W. Cermak Road  
Cicero, IL 60650

19 JAN 9 11  
88025929  
\$12.00

Send To:  
Affiliated Bank/Western National  
5801 W. Cermak Road  
Cicero, IL 60650  
Attn: Installment Loan Dept.

COOK County Clerk's Office