

TRUST DEED (OFF TRACTE ILLINOIS) 88027650

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THIS INDENTURE WITNESSETH, That Francis J. Jendras and Joanne R. Jendras, husband and wife collectively (hereinafter called the Grantor), of

4514 North Austin Ave., Chicago, Illinois 60603 (No. and Street) (City) (State)

for and in consideration of the sum of Sixty-Five Thousand (\$65,000) Dollars

in hand paid, CONVEY AND WARRANT to National Chemical and Services, Inc., an Ill. corp. of 506 Wrightwood Avenue, Elmhurst, IL 60126 (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:

Lot 5 in Block 1 in Sunnyside Heafield and Thomas Country Club Addition to Chicago being a subdivision of the north 20 acres of the south 60 acres of the north west 1/4 section 17, Township 40 north, Range 13 east of the Third Principal Meridian, according to the plat thereof recorded August 5, 1924 as Document No. 885978 in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 13-17-115-041-000 DFO M.

Address(es) of premises: 4514 North Austin Ave., Chicago, Illinois 60603

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 as more particularly described herein,

COOK COUNTY, ILLINOIS
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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 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) 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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 they shall become 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 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 of 10% 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 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 10% 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 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 on 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 the said premises.

The name of a record owner is: Francis J. Jendras and Joanne J. Jendras

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 Chicago Title and Trust Company 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 the encumbrances listed on the attached Exhibit A

Witness the hand and seal of the Grantor this 15th day of January, 1988.

See Rider attached hereto and incorporated herein by reference.

Francis J. Jendras (SEAL)
Francis J. Jendras

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

Joanne R. Jendras (SEAL)
Joanne J. Jendras

This instrument was prepared by Herrick A. Zeefe, 203 North LaSalle Street, Chicago, IL 60601 (NAME AND ADDRESS)

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Above Space For Recorder's Use Only

Box 416

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, RICHARD M. VARCHETTO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francis J. Jendras and Joanne R. Jendras, husband and wife,

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 official seal this 15th day of January, 1988.

(Impress Seal Here)

Richard M. Varchetto
Notary Public

Commission Expires _____



01-15-88

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

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made to
Box 414

88027650

GEORGE E. COLE®
LEGAL FORMS

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RIDER TO TRUST DEED JUNIOR MORTGAGE
DATED JANUARY 15, 1988 MADE
BY FRANCIS J. JENDRAS AND JOANNE R. JENDRAS
TO NATIONAL CHEMICAL SERVICES, INC.

R-1. Due on Sale. If the Grantor shall sell, assign, convey, transfer or encumber the premises or the beneficial interest of any trust holding title thereto, or contract to sell, assign, convey, transfer or encumber the premises or the beneficial interest of any trust holding title thereto, whether by operation of law or otherwise, without the prior written consent of Trustee or the holders of said promissory note, then and in every such case the whole of the indebtedness secured hereby shall, at once, at the option of the Trustee or said holder, become immediately due and payable, together with accrued interest, without notice to Grantor.

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EXHIBIT A TO TRUST DEED JUNIOR MORTGAGE

1. MORTGAGE DATED OCTOBER 19, 1973 AND RECORDED NOVEMBER 5, 1973 AS DOCUMENT 22535113 MADE BY FRANCIS J. JENDRAS AND JOANNE R. JENDRAS, HIS WIFE TO IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA TO SECURE A NOTE FOR \$26,000.00.
2. ASSIGNMENT OF RENTS MADE BY FRANCIS J. JENDRAS AND JOANNE R. JENDRAS, HIS WIFE TO IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA RECORDED NOVEMBER 5, 1973 AS DOCUMENT 22535114.
3. MORTGAGE DATED DECEMBER 19, 1986 AND RECORDED JANUARY 27, 1987 AS DOCUMENT 87051946 FRANCIS J. JENDRAS AND JOANNE R. JENDRAS, HIS WIFE TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO TO SECURE A NOTE FOR \$7,000.00.

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02/17/2022

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