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TRUST DEED SECOND MORTGAGE (ILLINOIS)

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85036609

THIS INSTRUMENT WITNESSETH, That JOHN STANGAS AND SOTIRIA STANGAS, His Wife, In Joint Tenancy---

(hereinafter called the Grantor), of 5212 N. LeClaire, Chicago, Illinois---

for and in consideration of the sum of Fourteen Thousand Seven Hundred Fifty Eight and 07/100----- Dollars in hand paid, CONVEY AND WARRANT to FIRST OF AMERICA BANK - GOLF MILL, An Illinois Banking Corporation of 9101 Greenwood Avenue, Niles, Illinois 60648

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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

--SEE ATTACHED "SCHEDULE A" HEREBY MADE A PART OF CONTAINING LEGAL DESCRIPTION--

13.00

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 is: 13-09-221-031 Address(es) of premises: 5212 N. LeClaire, Chicago, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon XXXXXXXXXXXXXXXX bearing even date herewith, payable *Commercial Installment Note

To the order of First of America Bank - Golf Mill at its office in Niles, IL, the principal sum of Fourteen Thousand Seven Hundred Fifty Eight and 07 (\$14,758.07) with interest on the principal balance at the rate of 12.00% per annum from January 8, 1988 until maturity, payable in 5 instalments of \$150.00 beginning on the 8th day of February, 1988 and continuing on the same day of every month thereafter until fully paid, said payments to include both principal and interest at the above rate, with a final payment of all remaining principal and interest due at maturity on July 6, 1988.

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 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 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 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 at 14% 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 14% 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 compiling 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 be set aside 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 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 JOHN STANGAS AND SOTIRIA STANGAS, As Joint Tenants-----

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 FIRST OF AMERICA BANK - GOLF MILL 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 S. and seal S. of the Grantor this 8th day of January, 1988.

John Stangas (SEAL) JOHN STANGAS

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

Sotiria Stangas (SEAL) SOTIRIA STANGAS

This instrument was prepared by G. Cocks, First of America Bank - Golf Mill (NAME AND ADDRESS) 9101 Greenwood Avenue, Niles, IL 60648

BOX 999-CC

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Stangas and Sotiria Stangas, his 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 8th day of January, 1988.

(Impress Seal Here)



[Signature]
Notary Public

Commission Expires 7-18-88

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JAN 26 AM 9:58

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BOX No.

SECOND MORTGAGE
Trust Deed

John Stangas and Sotiria Stangas,

His Wife, In Joint Tenancy
TO

First of America Bank - Golf Mill.

GEORGE E. COLE
LEGAL FORMS

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"SCHEDULE A"

LOT 51 IN KINSEY'S JEFFERSON PARK AND FOREST GLEN SUBDIVISION OF BLOCK 2 IN VILLAGE OF JEFFERSON IN THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 33 FEET THEREOF) OF THE NORTH WEST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SAID SECTION AND (EXCEPT THE SOUTH 33 FEET THEREOF) THAT PART SOUTH WEST OF CENTER OF ELSTON AVENUE OF THE WEST 1/3 OF THE NORTH EAST 1/4 NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE OF SAID SECTION 9, SOUTH 8 FEET OF LOT 9 IN SUBDIVISION BY THE EXECUTORS OF THE ESTATE SARAH ADERSON DECEASED THE SOUTH EAST 1/2 OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 9 NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

R.E. INDEX NO. 13-09-221-031 *AAO M*
ADDRESS: 5212 N. LeClaire, Chicago, IL

John Stangas

John Stangas

Leticia Stangas

Leticia Stangas

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