

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

DEPT--01
TRN 0040 01 20 86 10 25 00
#0594 R D * 411 041220
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That Albina Harast (widow) & Paul Harast

(hereinafter called the Grantor), of

1708 W. 44th St. Chicago, Il.

(No and Street) (City) (State)

for and in consideration of the sum of Nine thousand one hundred twenty three & 24/100 Dollars

in hand paid, CONVEYS AND WARRANTS to

MADISON BANK & TRUST CO.

of 411 W. Madison Chicago IL

(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

Above Space For Recorder's Use Only

rents, issues and profits of said premises, situated in the County of COOK and State of Illinois, to-wit: Lot Fifty One (51) in Davis Square Addition to Chicago, a subdivision of the East four Hundred Fifty Four (454) feet of Block two (2) and the West half of Block One (1) in W.I. Sampson's Subdivision of the North East quarter of the South East quarter of Section 38 Township 38 North, Range 14 East of the Third Principal Meridian 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) 20-06-404-041 Dm

Address(es) of premises: 1708 W. 44th St.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to a principal promissory note bearing even date herewith, payable

IN 84 SUCCESSIVE MONTHLY INSTALLMENTS OF \$108.61 UNTIL PAID IN FULL

88041620

-88-041620

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 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 16 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 16 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 and all to 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 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: Albina Harast & Paul Harast

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 the 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 and seal of the Grantor this 26 day of Nov., 19 87

12 00

x Albina Harast (SEAL)
Albina Harast

x Paul Harast (SEAL)
Paul Harast

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

This instrument was prepared by Linda Trevino 1258 N. Cicero Chgo, IL 60641
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois

County of Cook

I, *Harry Perlík*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albina Harast (widow) and Paul Harast

personally known to me to be the same person^s whose name^s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a 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 27th day of November, 1987

(Impress Seal Here)

Harry Perlík
Notary Public

Commission Expires 08/06/90



OSD 11-27-87

**Harast, Albina & Paul

TO

MADISON STREET
400 WEST MADISON STREET
CHICAGO, ILLINOIS 60606

GEORGE E. COLE
LEGAL FORMS

BOX No. 13/88041620
SECOND MORTGAGE
Trust Deed