

88105859

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.

THIS INDENTURE WITNESSETH, That
Steven M. Markiewicz, (bachelor)

(hereinafter called the Grantor), of
40 King Arthur Ct. #19 Northlake Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Six Thousand Nine Hundred
Ninety One and 20/100 Dollars

in hand paid, CONVEY AND WARRANT to
The Northlake Bank

of 26 W. North Ave. Northlake Illinois
(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

See reverse side:

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): 12/30/402/052/1039
Address(es) of premises: 40 King Arthur Ct. #19 Northlake, Illinois 60164

INTRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon his principal promissory note bearing even date herewith, payable

\$116.52 on the fifth day of April, A.D. 1988;
\$116.52 on the fifth day of each and every month thereafter for fifty-eight months and a final payment of \$116.52 on the fifth day of March, A.D. 1993***

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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 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 grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage, 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 13.00% per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, when notice, become immediately due and payable, and with interest thereon from time of such breach at the maximum per cent per annum allowable by law, 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.

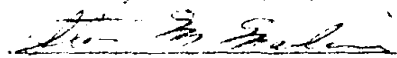
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole 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 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, the Grantor and of his 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Steven M. Markiewicz (bachelor)
Cook

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then The Chicago Title & 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 trustee 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 29th day of February, 1988

 (SEAL)
Steven M. Markiewicz

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

(SEAL)

This instrument was prepared by Tamara A. Pietraroaso c/o The Northlake Bank 26 W. North Ave.
(NAME AND ADDRESS) Northlake, Illinois 60164

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Raymond F. Seiffert, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven M. Markiewicz

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 he signed, sealed and delivered the said instrument as his 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 29th day of February, 1988.



Raymond F. Seiffert
Notary Public

Commission Expires 6/6/90

PARCEL 1: WAR-1488 09519 88105859 - A - Pcc 12.00

Unit No. 40-19 in King Arthur condominiums as delineated on a survey of the following described real estate: Certain lots in King Arthur Apartments of Northlake and King Arthur Apartments of Northlake Unit No. 2 being Subdivisions of the South West 1/4 of the Southeast 1/4 of Section 30, township 40 North, Range 12, East of The Third Principal Meridian in Cook County, Illinois, which Survey is attached as Exhibit "A" to declaration of Condominium ownership recorded as document No. 24767230 as amended from time to time together with its undivided percentage interest in common elements.

PARCEL 2:

12-30-432-052-1039 M
Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of easements and Exhibit 1 attached thereto dated November 23, 1962 and recorded November 23, 1962 and recorded as document Number 18653754 and declaration of easements, recorded July 3, 1963 as document 18844302 and as credited by various deeds from Oak Park Trust & Savings Bank, a Corporation of Illinois, as Trustee under Trust Agreement dated June 1, 1962 and known as Trust Number 4115 for ingress and egress.

Party of the first part also hereby grants to parties of the second part their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part 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, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The Tenant of the Unit has failed to exercise the right of first refusal.

60 : 1 83 RM 71

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BOX No.

SECOND MORTGAGE
Trust Deed

Steve M. Markiewicz

TO

The Northlake Bank (6586)
26 W. North Ave.
Northlake, IL. 60164

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\$12.00/E