

TRUST DEED
SECOND MORTGAGE (ILLINOIS) **UNOFFICIAL COPY**

88141342

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

83139C454

THIS INSTRUMENT BE WITNESSETH, That BOGDAN WITKOWSKI
and BARBARA WITKOWSKI, His wife,

(hereinafter called the Grantor), of
5228 WEST WAVELAND, CHICAGO, ILLINOIS, 60641

for and in consideration of the sum of TWO THOUSAND DOLLARS
AND/NO 100 Dollars

in hand paid CONVEY S. AND WARRANT \$ to
CELMA FRIEDENFELDS,
of 215 HOLLY LANE, ELK GROVE VILLAGE, ILL. 60007

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:

SEPT-91 \$12.25
T#4444 TRAN 1575 04/66/88 09:57:00
#9359 # D * -88-141342
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

The East 31 feet of the West 34 feet of Lot 33 in Koester and Zander's West Irving Park Subdivision in the North half of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, (except the South 8 feet of premises in question conveyed to the City of Chicago by deed dated July 31, 1980 and recorded August 28, 1980 as Document 10738848) in Cook County, Illinois.

Hereby releasing and waiving all rights in 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 is justly indebted to an principal promissory note bearing even date herewith, payable

12-31-88-103-008 K
D.C.O.
555 W. Waveland, Chicago
-88-141342

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in principal and in said notes 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 or rebuilding or repair of 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 holder of the first mortgage or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the holder of the first mortgage or Trustee until the indebtedness is 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 to insure, or pay taxes or assessments, or the prior incumbrances of the interest herein 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 the rate 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 the time of such breach at the rate of 10 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if the 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 documents, evidence, stenographer's charges, cost of procuring or completing a trust act, including the whole title of said premises embracing lot block and deed, shall be paid by the Grantor, and the like expenses and disbursements incurred 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 proceedings, whether by decree of sale shall have been entered or not, shall not be dismissed, nor may a return of ground, until all such expenses and disbursements, and the costs of suit, including an owner'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 said premises.

The name of a record owner is CELMA FRIEDENFELDS

IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, actual or failure to act, then

and if by any like CELMA FRIEDENFELDS 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 10 per cent per annum interest

Witness the hand and seal of the Grantor this 31 day of MARCH 1988

12⁰⁰ MAIL

CELMA FRIEDENFELDS
Barbara Witkowski
BARBARA WITKOWSKI

Please print or type name of record owner.

This instrument was prepared by

NAME AND ADDRESS

This instrument was prepared by
Ernie L. Marcus, Ltd., Attorney At Law
825 S. Arlington Hts. Rd., Elk Grove Vill., IL 60007

UNOFFICIAL COPY

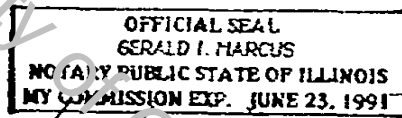
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, GERALD I. MARCUS a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BOGDAN WITKOWSKI and BARBARA WITKOWSKI, His wife,

personally known to me to be the same person^s whose name^s 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 31ST day of March 19 88

(Impress Seal Here)



Gerald I. Marcus
Notary Public

Commission Expires 6/23/91

Property of Cook County Clerk's Office

BOX No. **88141342**

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS