

UNOFFICIAL COPY

FORM NO. 2202
April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That Henry Torchalski & Eva Torchalski, his wife

(hereinafter called the Grantor), of 3003 Huntington Dr., Arlington Hts., Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Seventeen Thousand Four Hundred Twenty Seven and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to NBD Bank Evanston, N.A.
of 1603 Orrington Avenue, Evanston, 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

88220917

Above Space For Recorder's Use Only

Lot 385 in Northgate Unit 4-A being a Subdivision in the East 1/2 of Section 8 and the West 1/2 of Section 9, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: General Taxes for year 1985 and subsequent years; Covenants, conditions and restrictions of record, building lines of record, easements of record.

PERMANENT REAL ESTATE INDEX NUMBER: 03-08-408-032

Hereby releasing and waiving all rights under 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 upon _____ principal promissory note bearing even date herewith, payable

To NBD Bank Evanston, N.A. in the amount of \$17,427.00 to be repaid in 60 monthly installments of \$290.45 each beginning on the 25th day of May, 1988, and every month thereafter until the final monthly installment is paid on the 25th day of April, 1993.

The sales or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the trustee or the holders of the Note, shall constitute a default by the mortgagor hereunder.

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 on 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 mortgage 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 are or 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 the principal 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 costs so paid by the Grantor to repay immediately without demand, and the same with interest thereon from the date of payment at 10.75 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 10.75 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements 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 upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when the 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 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 said premises.

The name of a record owner is Henry Torchalski & Eva Torchalski, his wife

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 Recorder of Deeds 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 Capitol Fed Bank for Savings

Witness the hand and seal of the Grantor this 25th day of April, 1988.

Henry Torchalski (SEAL)
Eva Torchalski (SEAL)

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

NBD Bank Evanston, N.A.
1603 Orrington Avenue
Evanston, Illinois 60204

This instrument was prepared by

Janet Landa, NBD Bank Evanston, N.A.
(NAME AND ADDRESS)

88220917

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Lucy Nesbitt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Henry Torchalski & Eva Torchalski, 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 notarial seal this 25th day of April, 1988

(Impress Seal Here)

Lucy Nesbitt
Notary Public

Commission Expires My Commission Expires Dec. 2, 1989

MAY-24-88 23545 88220917 - A - Rec 12:00



SECOND MORTGAGE
Trust Deed

TO

88220917

#1200/E

26 MAY 03 2:50 PM '88