

#964882-4

THIS INSTRUMENT WITNESSETH That Len Hrynewycz and Maria Hrynewycz

hereinafter called the Grantor, of 5405 Silent Brook (Sto and Street) Rolling Meadows, Illinois (City) (State)

for and in consideration of the sum of Ten and 00/100 Dollars

in hand paid, CONVEYED AND WARRANTED to Bank of Winfield

of 09010 Winfield Road, Winfield, Illinois 60190 (Sto and Street) (City) (State)

Above Space For Recorder's Use Only

12^{ea}

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:

Lot 7 in Block 2 in Plum Grove Creek, Phase J, being a subdivision in the Southern most quarter of Section 27 and the Northwest quarter of Section 34, Township 42 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded 9-19-77 as document no. 2411251 in Cook County, Illinois.

PIN NO.: 02-27-304-007

5405 Silent Brook

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IN HOUST, nevertheless, for the purpose of securing payment of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon mortgage note dated May 1, 1988

to Bank of Winfield payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of One Million Fifty Thousand and 00/100 DOLLARS

(1,050,000.00) together with interest on the principal balance from time to time unpaid at the rate of 10.5

percent per annum from Date May 1, 1988 until finally payable to 59 installments of

10,482.99 each beginning June 1, 1988 and a final installment of

950,427.30 payable on May 1, 1993 and with interest after maturity of the

total installment at the rate of 13.5 percent per annum, and all said indebtedness is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at

Bank of Winfield
09010 Winfield Road, Winfield, Illinois 60190

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 a companies to be selected by the grantor 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 assignee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage or Trustee until the said indebtedness is fully paid; (6) to pay all prior mortgages, 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 mortgages, or discharge or purchase any tax lien or title affecting said premises or pay all prior mortgages, and the interest thereon from time to time, and all moneys paid, the Grantor agrees to repay immediately without demand

and the same with interest thereon from the date of payment at 13.5 percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above said 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 13.5 percent per annum, shall be so much additional indebtedness secured hereby, or by sale of law, or both, the same as if all 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 this 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 grantor 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 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 Len Hrynewycz and Maria Hrynewycz.

IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then

if 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 above said covenants and agreements are performed, the grantor or his successor in trust shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed to subject to

Witness the hand and seal of the Grantor this 2nd day of May, 19 88.

Len Hrynewycz (SEAL)
Maria Hrynewycz (SEAL)
Maria Hrynewycz

Please print or type names of below signatories

MH:lv

This instrument was prepared by Bank of Winfield, 09010 Winfield Road, Winfield, Illinois 60190 (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF _____ } ss.
COUNTY OF _____ }

I, ROXOLANA HARASYMIW, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LEN HRYNEWYCOZ AND
MARIA HRYNEWYCOZ

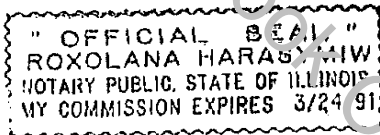
personally known to me to be the same person^s whose name^s ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 2nd day of MAY, 19 88

(Impress Seal Here)

Roxolana Harasymiw
Notary Public

Commission Expires _____



BOX No.

SECOND MORTGAGE

Trust Deed

TO

88231522