

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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88245096

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THIS INSTRUMENT WITNESSETH that Anthony R. Grombowski and Gloria J. Grombowski

(hereinafter called the Grantor), of 3337 N. Nagle Ave., Chicago, Illinois

for and in consideration of the sum of Eight thousand seven hundred thirty nine and 46/100 Dollars

in hand paid, CONVEY AND WARRANT to Madison National Bank of 9190 Golf Rd., Des Plaines, Illinois

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 1 in the south of Lots 10 & 11 in Block 8 of Severns' Roscoe Street Sub 718.5 ft. N of and adjoining the S 7 5 ft of that part of the SE 1/4 of Section 19, Township 40 North, Range 11, East of the Third Principal Meridian, lying between the Chicago, Milwaukee and St. Paul Railroad, and the center of North 64th Avenue 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: 13-19-425-008
Address(es) of premises: 3337 N. Nagle Avenue, Chicago, Illinois

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

in 59 monthly installments of \$182.07 each

Above Space For Recorder's Use Only

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, with the interest thereon, as hereinafter provided 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 hereinafter, 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 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 the Grantor agrees to pay immediately without demand, and the same with interest thereon from the date of payment at _____ percent 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 accrued 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 _____ percent 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 of a confirming 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 a decree of sale shall have been entered or not, shall not be dismissed or 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 in charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Anthony R. Grombowski and Gloria J. Grombowski

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 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

Witness the hand and seal of the Grantor this 31st day of May, 1988

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

[Handwritten signatures of Anthony R. Grombowski and Gloria J. Grombowski]

This instrument was prepared by D. Foster 2407 Milwaukee Av., Niles, Ill. NAME AND ADDRESS

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12.00

STATE OF Illinois }
COUNTY OF Cook } SS.

I, Donald H. [Signature], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony H. [Signature] and Marie J. [Signature] personally known to me to be the same person whose names all 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 May, 1988.

(Impress seal here)

[Signature]
Notary Public

Commission Expires March 11, 1989

Property of Cook County Clerk's Office

BOX No. _____

SECOND MORTGAGE

Trust Deed

MAIL TO



TO

MADISON NATIONAL BANK

9190 GOLF RD.

DES PLAINES, IL 60016

88245096

GEORGE E. COLE
LEGAL FORMS

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