

UNOFFICIAL COPY**SECOND TRUST DEED****88389709**

August 23

19 88

THIS INDENTURE (the "Trust Deed"), made between PETER S. SORICH AND PATRICIA L. SORICH, his wife, in joint tenancy of 4643 W. 152nd Street, Oak Forest, IL 60452 (the "Grantor", whether one or more) and THE PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee").

The Grantor is justly indebted to The Prudential Bank and Trust Company (the "Bank") as evidenced by the Real Estate Note and Agreement of even date (the "Note") under which Grantor promises to pay to the order of the Bank the principal sum of Twenty five thousand and no/100

Dollars (\$ 25,000.) together with interest on the unpaid principal balance at the rate of Eleven & 3/4 percent (11.75) per annum. Monthly payments of principal and interest shall commence on September 29, 19 88 with a final payment of all principal and interest, if not sooner paid, due on August 29, 19 93.

To secure the payment of the principal balance and all interest due under the Note and performance of the agreements, terms and conditions of the Note and this Trust Deed, and for other good and valuable consideration, the Grantor does hereby grant, demise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 4643 W. 152nd Street, Oak Forest, IL 60452 . County of Cook and State of Illinois to wit:

THE EAST 100 FEET OF LOT 12 IN BLOCK 12 IN ARTHUR T. MCINTOSH AND COMPANY'S CICERO AVENUE SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 23-15-105-021.

3/26/24 93
RECORD DATA

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, all of which are declared to be part of the real estate whether physically attached thereto or not (all or any portion of which property is hereafter referred to as the "Premises") to have and to hold the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the uses and conditions set forth in this Trust Deed.

1. The Grantor agrees to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (5) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to the Bank duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which grantor may desire to contest; and (8) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, or other casualty under policies at either the full replacement cost or to pay in full all indebtedness secured hereby and all prior liens all in companies satisfactory to the Bank, under insurance policies payable, in case of loss or damage, or a mortgagee which has a prior lien, if any and then to Trustee for the benefit of the Bank, such rights to be evidenced by the standard mortgage clause to be attached to each policy.

2. At the option of the Bank and without further notice to Grantor, all unpaid indebtedness secured by the Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (i) after the date on which any payment of principal or interest is due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed, or in any other instrument which at any time evidences or secures the indebtedness secured hereby or in any other note or other instrument or trust deed, mortgage or other document which evidences or secures any indebtedness or lien or encumbrance which is prior hereto; or (iii) upon the death of any party to

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4/86-IU-HDOS-LPL-1

COOK COUNTY RECORDER
#9280 # A * 88-289709
T#1111 TRAN 3029 08/26/88 11:13:09
DEPT-91 \$14.25

88389709

Prudentia Bank & Trust Co.
200 Galleria Pkwy, Ste. 1900
Atlanta, Ga. 30339
WHEN RECORDED RETURN TO:



19

Notary Public
My Commission Expires:

GIVEN under my hand and official seal, this _____ day of _____
purposes therein set forth,
own free and voluntary act, and I, the free and voluntary act of said corporation, as Trustee, for the uses and
as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as
did also then and there acknowledge it at _____
set forth; and the said _____ Secretary
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their
own free and voluntary acts, and I, the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein
and acknowledged before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their
President
Secretary, respectively,
Instrument as such
Secretary of State of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing
a corporation, and
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that
COUNTY OF _____
STATE OF ILLINOIS
I, SS:

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ATTEST:

GIVEN under my hand and official seal, this 23
including the release and waiver of the right of homestead,
sealed and delivered the said instrument as THEIR, free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY, signed,
and PATRICK J. SORICH, personally known to me to be the same person whose name(s) is (are)
, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY the aforesaid, SORICH
Notary Public
My Commission Expires:

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10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed and to release homestead rights, if any, (b) is not personally liable on the Note or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Note, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

11. Trustee has no duty to examine the title, location, existence or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. Trustee shall release this Trust Deed and lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee evidence that all indebtedness hereby secured has been paid, which evidence Trustee may accept as true without inquiry.

13. Trustee or the Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

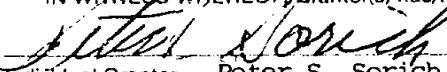
14. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. The Note secured hereby is not assumable and is immediately due and payable in full upon sale, conveyance, assignment or other transfer of title to, or any legal or equitable interest in, or grant or creation of a security interest in, or any other hypothecation affecting, the Premises, or transfer, assignment or collateral assignment of the Beneficial Interest of any Land Trust executing this Trust Deed. In addition, if the Premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

17. If this Trust Deed is executed by a Trust, _____ N/A _____ executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Trustee and the Bank herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Trust Deed shall be construed as creating any liability on the _____ N/A _____ personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

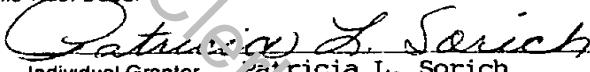
IN WITNESS WHEREOF, Grantor(s) has/have executed this Trust Deed.


Individual Grantor Peter S. Sorich

Date: 8/23/88

Individual Grantor

Date:


Individual Grantor Patricia L. Sorich

Date: 8/23/88

Individual Grantor

Date:

(If Grantor is trustee under a Land Trust)

Not individual, but solely as trustee under Trust Agreement
dated _____ and known as Trust No. _____

By: _____
Title: _____ President

ATTEST:
By: _____

Title: _____

STATE OF ILLINOIS) SS:
)
COUNTY OF COOK)

(over please)

888-6046

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