

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

89207240

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH that Zdenek (Dan) Pluharik and Marie Pluharik (his wife)

(hereinafter called the Grantor), of 1848 South Scoville Berwyn, Illinois

for and in consideration of the sum of Nineteen Thousand Four Hundred Sixty-Seven and 60/100ths Dollars

in hand paid, CONVEY AND WARRANT to CANDICE CO., INC. P.O. Box #285 Berwyn, 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 20 in Block 13 in Walter G. McIntosh's Metropolitan Elevated subdivision of that part of the South-East 1/4, lying North of the South 1271.3 Feet of the South 300 acres of Section 19, Township 39 North, Range 13 East of The Third Principal Meridian, According to the Map recorded December 12, 1922, as Document 7743146, in Cook County, Ill.

Permanent Real Estate Index Number(s): 1848 South Scoville Berwyn, Illinois 60402 Address(es) of premises: 16-19-472-038

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 in 120 monthly installments of \$167.23 each beginning May 25, 1989 and to continue monthly on the 25th of each month until paid in full... Total Principal amount \$9,685.00, Interest amount for 120 months \$9,782.60. Total Amount In Full \$19,467.60.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee or 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 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 charge 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 16.00 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 16.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by suit at law, and with interest thereon from time of such breach 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, photographer'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, whether decree or sale shall have been entered or not, shall not be dismissed, nor released 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 title of 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 Zdenek (Dan) Pluharik and Marie Pluharik (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

of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor shall 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 of the Grantor this 23rd day of April, 19 89

X [Signature] (SEAL)
Zdenek (Dan) Pluharik

X [Signature] (SEAL)
Marie Pluharik

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

This instrument was prepared by Father & Sons, Inc. 715 Lake Street Oak Park, Illinois 60302

\$12.00 MAIL

89207240

89207240

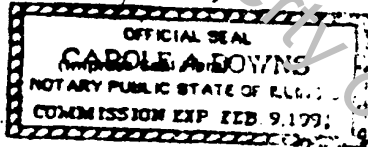
UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Carole A. Downs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Zdenek (Dan) Pluharik and Marie Pluharki (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 official seal this 23rd day of April, 19 89.



Carole A. Downs
Notary Public

Commission Expires 2-9-91

89207240

BOX No

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS