

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Rudolph M. Tichacek and Joan M. Tichacek

(hereinafter called the Grantor), of 8845 W. 92nd St., Hickory Hills, Illinois

89212751

for and in consideration of the sum of Twelve thousand eight hundred forty and 60/100

Dollars in hand paid, CONVEY AND WARRANT to Peerless Federal Savings Bank of 4930 N. Milwaukee Av., Niles, 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 246 in Forest Hills, a Subdivision in the South West quarter of the North East quarter and the North half of the South East quarter of Section three (3), Township thirty seven (37) North, Range twelve (12) East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded January 4, 1962 as document No. 18369667.

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 (s): 23-03-412-031
Address(es) of premises: 8845 W. 92nd St., Hickory Hills, Illinois

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

60 monthly installments of \$214.01 each

89212751

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 hereon, 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 repair all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed, (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, and is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with as much cause attached as possible, (6) to pay to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be let and remain with the first Trustee or Trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when they 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 repay immediately without demand, and the same with interest thereon from the date of payment, at the rate of 10 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 the rate of 10 per cent per annum, shall be recoverable by foreclosure thereon, 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 forecure hereof including reasonable attorney's fees, outlays for documentar, evidence, stenographer's charges, cost of procuring a transcript of the abstract showing the whole title of said premises embracing forecure 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 prior 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such forecure proceedings, which proceeding, whether a decree of sale shall have been entered, or not, shall not be dismissed, in terms hereof given, until all such expenses and disbursements, and the cost of suit, including attorney's fees, have been paid by the Grantor or the Grantor's heirs, executors, administrators and assigns of the Grantor, who reserves all right to the possession, use and income from said premises pending such forecure 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Rudolph M. Tichacek and Joan M. Tichacek

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

and if for any like cause the 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 the acting 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 9th day of May, 1969

Rudolph M. Tichacek (SEAL)
Rudolph M. Tichacek

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

Joan M. Tichacek (SEAL)
Joan M. Tichacek

This instrument was prepared by D. Foster 7407 Milwaukee Av., Niles, Ill.

NAME AND ADDRESS

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Lucretia M. ..., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rudolph M. ... and Jean M. ... personally known to me to be the same person(s) whose name(s) ... 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 9th day of May, 1980.

Impress Seal Here:

Lucretia M. ...
Notary Public

Commission Expires March 17, 1983

89212751

BOX No

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

2/27/81

Property of Cook County Clerk's Office