

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Thomas R. Copack and Kathleen I. Copack

89344711

(hereinafter called the Grantor), of 10635 S. Maplewood Chicago, Illinois 60655

DEPT-01 \$13.00

for and in consideration of the sum of Twenty-Thousand and no/100 (20,000.00) Dollars

T#5555 IRAN 7432 07/27/89 11:36:00

#2576 E \* - 89 - 344711  
COOK COUNTY RECORDER

in hand paid, CONVEY S. AND WARRANTS to the FIRST STATE BANK OF ALSIP

of 11346 S. Cicero Ave. - Alsip, Illinois 60658.

Above Space For Recorder's Use Only

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 23 in Block 5 in O. Rueter and Company's Morgan Park Manor, being a subdivision of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 13, Township 37 North, Range 13, East of

Third Principal Meridian, (except the Railroad Right of Way and Streets Heretofore dedicated) in Cook County, Illinois.

In 60 equal payments of \$447.42 on the 22nd of every month starting on August 22, 1989.

89344711

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 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 first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 money so paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of 12.25 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 12.25 per cent 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 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 on 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 shall the 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 person 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: Thomas R. Copack and Kathleen I. Copack

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 The First State Bank of Alsip 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 the first mortgage granted to Anchor Mortgage

Witness the hand S and seal S of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Thomas R. Copack (SEAL)

Thomas R. Copack

Kathleen I. Copack (SEAL)

Kathleen I. Copack

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

This instrument was prepared by B. Pieczonka 11346 S. Cicero - Alsip, Illinois 60658  
(NAME AND ADDRESS)

89344711



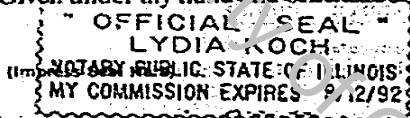
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Lydia Koch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas R. Copack and Kathleen J. Copack

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 24th day of July, 1989.



Lydia Koch  
Notary Public

Commission Expires 8-12-92

Cook County Clerk's Office

89344711

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE®  
LEGAL FORMS