

90580304

THIS INSTRUMENT WITNESSETH, that Bogdan Gwarrnicki and Gerardine Gwarrnicki, his wife, the remainder called the Grantor, of 2061 E. Touhy Ave, Des Plaines, IL, (City) (State)

for and in consideration of the sum of \$11,061.00 eleven thousand sixty-one Dollars

in hand paid, CONVEY AND WARRANT to Bronislaw Ostrowski and Zofia Ostrowski of (City) (State)

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

Above Space For Recorder's Use Only

LOT 7 IN BLOCK 1 IN TOWN IMPROVEMENT CORPORATION DES PLAINES COUNTRYSIDE UNIT NO. 2, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all right under and by virtue of the homestead exemption laws of the State of Illinois

IN FULL or in part for the purpose of securing performance of the covenants and agreements herein

WITNESAS The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

Ninety-seven and 06/100 dollars (\$97.06) on the first day of November, 1990, and ninety-seven and 06/100 dollars (\$97.06) on the first day of each month thereafter, with a final payment of the balance due on the first day of October, 1993 with interest on the principal balance from time to time unpaid at the rate of 10 % per annum.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as provided, 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 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 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 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 of 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 all money so paid, the Grantor agrees to repay immediately without delay, and at the same with interest thereon from the date of payment, at the rate of \_\_\_\_\_ 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 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 \_\_\_\_\_ 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.

THE GRANTOR covenants 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 document preparation, stenographer's charges, cost of procuring and completing abstract showing the whole title of said premises embracing foreclosure deeds, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding which the Grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such court costs and disbursements shall be an additional lien upon said premises. Shall be taxed as costs and included in any order that may be rendered in said foreclosure proceedings, which proceedings, whether a decree of sale shall have been entered or not, shall not be dismissed, and 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 delay to the Grantor or to a person claiming under the Grantor, appoint a receiver to take possession of charge of said premises, with power to collect rents, issues and profits of said premises.

The name of a second owner Bogdan Gwarrnicki and Gerardine Gwarrnicki

BEFORE US the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 1990, at \_\_\_\_\_ 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 in the like case if 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 above said covenants and agreements are performed, the grantee or his successor in the trust shall release said premises to the party entitled, on receiving his reasonable charges.

The trust deed is subject to First mortgage of Citibank

Witness the hand and seal of the Grantor this 12 day of OCTOBER, 1990. Bogdan Gwarrnicki (SEAL) Gerardine Gwarrnicki (SEAL)

Please print or type names of following natural persons

This instrument was prepared by Christopher S. Koziol, atty at law, 6323 N. Avondale, St 246, CHgo, IL (NAME AND ADDRESS)

# UNOFFICIAL COPY

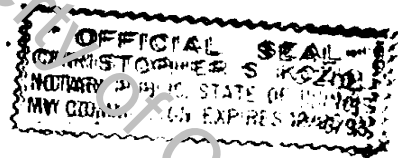
STATE OF ILLINOIS  
COUNTY OF Cook } ss.

I, CHRISTOPHER KOZIO a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BOHDAN GWARNICKI, AND GERARDINE GWARNICKI his wife

personally known to me to be the same person 3 whose name 5 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument free 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 12 day of Oct, 1990

(Impress Seal Here)



*[Signature]*  
Notary Public

Commission Expires

DEPT-01 RECORDING \$13.25  
T#1111 TRAM 1725 11/29/90 10:53:00  
#2544 # A \*-90-580304  
COOK COUNTY RECORDER

BOX No  
SECOND MORTGAGE 580304  
**Trust Deed**

TO

MAIL TO:  
CHRISTOPHER S. KOZIO  
6323 N. AVONDALE 246  
CHICAGO ILL 60631

90580304

GEORGE E. COLE  
LEGAL FORMS