

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Michael J. and Patricia E. Dudek

(hereinafter called the Grantor), of 10338 S. Bell Avenue, Chicago, IL 60643

for and in consideration of the sum of Sixty Thousand and 00/100's (\$60,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Richard F. Victor

of 711 S. Dearborn Street, Chicago, IL 60605

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:

See Attached Exhibit A

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: 17-16-407-021-1083

Address(es) of premises: 703 S. Dearborn Street, Chicago, IL 60605

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

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

in full on June 1, 1990 including interest at the rate of 8% per annum from the date hereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided 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 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 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 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, as the grantee or holder of said indebtedness shall see fit, and the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of \_\_\_\_\_ percent per annum shall be in such additional indebtedness incurred hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the holder 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 \_\_\_\_\_ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same or 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 upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the cost 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, shall give up 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 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: Michael J. and Patricia E. Dudek

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 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 and seal of the Grantor this 13th day of November, 1989.

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

Michael J. Dudek (SEAL)  
Michael J. Dudek

Patricia E. Dudek (SEAL)  
Patricia E. Dudek

This instrument was prepared by S.A. Kempf, Esq., 53 W. Jackson Blvd., Chicago, IL 60604  
(NAME AND ADDRESS)

90045437

DEPT-01 \$14.25  
T61111 TRAM 6719 01/29/90 10:40:00  
#5349 & A #-90-045437  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

90045437

THIS INSTRUMENT IS A SECOND MORTGAGE

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## EXHIBIT A

### LEGAL DESCRIPTION

UNIT 703 IN PRINTER'S ROW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3, 4, 9, 10, 15 AND 16 (EXCEPT FROM SAID LOTS THAT PART TAKEN OR USED FOR DEARBORN STREET AND PLYMOUTH COURT) IN WALLACE AND OTHER'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS 'EXHIBIT A' TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 19, 1980 AS DOCUMENT NUMBER 25,256,708, TOGETHER WITH THE RESPECTIVE INDIVIDUAL PERCENTAGE INTEREST IN SAID PARCEL APPURTENANT TO SAID UNIT (EXCEPTING THEREFROM ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

Cook County Clerk's Office

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