

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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90062692

THIS INDENTURE WITNESSETH, That Edward G. Mizera

(hereinafter called the Grantor), of 4219 W. 83rd Street, Chicago, Illinois

for and in consideration of the sum of Twelve thousand and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to COLE TAYLOR BANK of 5501 W. 79th Street, Burbank, 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

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COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit: Lot 5 in Kearney Brothers Resubdivision of Lot 1 in Block 47 in F.H. Bartlett's City of Chicago Subdivision of Lots 2 and 3 in Assessors Subdivision of Section 34, Township 38 North, Range 13, East of the Third Principal Meridian. (except that part of the East 129 feet of the West 1/2 of the Southwest 1/4 of said Section 34 as lies in said Lot 3 and except railroad) in Cook County, Illinois.

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): 19-34-403-011
Address(es) of premises: 4219 W. 83rd Street, Chicago, Illinois 60652

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 59 monthly instalments of \$265.41 each or more, and a final instalment of \$265.41 on 1/19/95 plus interest beginning on 2/19/90 and continuing on the same day of each successive month thereafter until the note is paid in full, at a rate of 11.75% per annum payable on the principal balance remaining from time to time unpaid. \$12,000.00 plus interest of \$3,924.60 totalling \$15,924.60.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when and in said note or notes provided, or according to any agreement extending time or 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, or 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 trustee 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 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 demand, and the same with interest thereon from the date of payment at 11.75 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 maximum per cent per annum allowed by law, 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 its 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 documents, evidence, stenographer's charges, cost of recording or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as each, 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 of sale shall have been entered or not, shall not be dismissed, nor 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 notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or control of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Edward G. Mizera

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 Cole Taylor Bank of said County is hereby appointed to be first

successor in this trust; and in 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 grantor 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 20th day of January, 1990

Please print or type name(s) below signature(s) Edward G. Mizera (SEAL)

This instrument was prepared by Cole Taylor Bank, 5501 W. 79th Street, Burbank, IL 60459 (NAME AND ADDRESS)

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Patricia A. Tynski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward G. Mizera

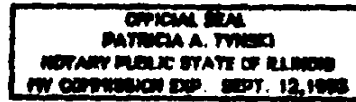
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 20th day of January, 1990.

(Impress Seal Here)

Patricia A. Tynski
Notary Public

Commission Expires Sept 12, 1993



9062692

BOX No.

SECOND MORTGAGE
Trust Deed

TO