

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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91 544 846

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Leslie A. Koczur, a woman never married

(hereinafter called the Grantor), of 1400 N. State Parkway, #3D, Chicago, IL 60610

for and in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00)

in hand paid, CONVEY S AND WARRANT S to Edison Credit Union an IL corp. incorp. under the IL Credit Union Act of 300 W. Adams, Suite 330, Chicago, Illinois 60606

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:

Please see reverse side for legal description

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): 17-04-211-035-1050

Address(es) of premises: 1400 N. State Parkway, #3D, Chicago, Illinois 60610

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

WHEREAS The Grantor is justly indebted upon a principal ~~XXXXXX~~ Installment bearing even date herewith, payable

to Edison Credit Union in the principal amount of \$5,000.00, payable in 60 monthly installments of \$104.90, bearing interest at the rate of 9.5% per annum, as per the tenor of the said Installment Note.

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 of 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 to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee of 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 9.5% 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 agreement, 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 9.5% 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 stamps, stenographer's charges, cost of procuring or preparing 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 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 charge of said premises with power to collect the rents, issues and profits of the same.

The name of a record owner is: Leslie A. Koczur, a woman never married

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 Chicago Title & Trust Company 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 of Bell Federal Savings & Loan Association, dated June 8, 1988 and recorded as Document No. 88254632

Witness the hand S and seal S of the Grantor this 23rd day of September, 19 91

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

Leslie A. Koczur (SEAL)

(SEAL)

MAIL TO:

This instrument was prepared by Joel Goldman, Esq., 3701 Algonquin Road, #310, Rolling Meadows, Illinois 60008 (NAME AND ADDRESS)

91544846

5/14/91

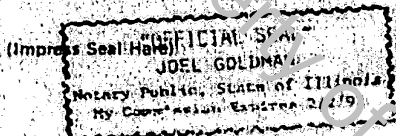
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STATE OF Illinois  
COUNTY OF Cook } ss.

I, Joel Goldman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leslie A. Koczur, a woman never married

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 she signed, sealed and delivered the said instrument as her 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 23rd day of September, 19 91



Joel Goldman  
Notary Public

Commission Expires \_\_\_\_\_

Identification No. 4824

EDISON CREDIT UNION, Trustee

Joel Goldman  
91 544 848

Unit Number 3 "D" in 1400 State Parkway Condominiums, as delineated on the survey of the following:

Lots 1 and 4 in Block 2 in Catholic Bishop of Chicago Subdivision of Lot 13 in Bronson's Addition to Chicago, also Lot 19 of Lot "A" of Block 2 in Subdivision of Lot "A" of Block 2 and Lot "A" of Block 2 in Catholic Bishop of Chicago Subdivision of Lot 13 in said Bronson's Addition to Chicago, in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 25179002, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

BOX No.

SECOND MORTGAGE  
**Trust Deed**

LESLIE A. KOZUR,

a woman never married

TO

EDISON CREDIT UNION,

an Illinois corporation

MAIL TO:

JOEL GOLDMAN  
Attorney At Law  
Two Crossroads Of Commerce  
Rolling Meadows, IL 60008

GEORGE E. COLE  
LEGAL FORMS

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RIDER ATTACHED TO TRUST DEED AND DISCLOSURE STATEMENT AND AGREEMENT ("NOTE") AND MADE A PART HEREOF TO THAT CERTAIN TRUST DEED AND NOTE BOTH DATED September 23, 1991 WHEREIN EDISON CREDIT UNION, IS THE TRUSTEE ("MORTGAGEE"), AND Leslie A. Koczur, a woman never married ARE THE GRANTORS/BORROWERS ("MORTGAGORS")

1. Notwithstanding anything to the contrary contained herein, the Grantor/Borrower ("Mortgagor") does further covenant and agree that it will not transfer, or cause to be transferred, or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise, in the mortgaged premises to any third party, including, but not limited to, conveyance by deed, or assignment of beneficial interest, or Articles of Agreement for Deed, or Installment Contract for Deed, so long as the debt secured hereby subsists, and further, that in the event of any such transfer by the Grantor/Borrower ("Mortgagor"), the Trustee ("Mortgagee") may, in its sole discretion, and without notice to the Grantor/Borrower ("Mortgagor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Note.

2. Grantors may prepay principal balance secured herein (undersigned Borrowers may prepay the principal balance of this Note) at any time without penalty.

3. The indebtedness of the Note is secured by the Trust Deed Second Mortgage on the following real estate in Cook County, Illinois: 1400 N. State Parkway, #3D, Chicago, IL 60610

4. In the event Grantor's First Mortgage is released of record and the Note securing it shall be paid in full while the instant Note and Mortgage subsist, the Grantor shall give immediate notice of same to Trustee ("Mortgagee") and shall establish a pledge account with Trustee ("Mortgagee") equal to the annual general real estate taxes assessed on the mortgaged premises. This shall be an "escrow-like arrangement" pursuant to the Illinois Mortgage Escrow Account Act, Ill.Rev.Stat. Ch. 17, Sec. 4901 (1989).

  
Leslie A. Koczur

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91 547 945  
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