

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

91105448

THIS INSTRUMENT WITNESSETH that Van Tomaras & Helen Tomaras, his wife

(hereinafter called the Grantor), of 6530 N. Central Park, Lincolnwood, IL 60645

for and in consideration of the sum of *Fifty Thousand and no/100* Dollars

in hand paid, CONVEY AND WARRANT to Deerbrook State Bank, 160 S. Waukegan Rd., Deerfield, Illinois 60015

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 Lake and State of Illinois, to wit

LOT 83 (EXCEPT THE NORTH 6 FEET THEREOF) AND LOT 84 IN PROESEL'S LINCOLN AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 1,2,3,4,20, 21 AND 22 (A JOHN PROESEL ESTATE PARTITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 10-35-322-038

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

Payable in one payment of \$50,000.00 plus interest, due 8/26/91.

DEPT-01 RECORDING 412 00
T#8868 TRAN 0040 03/08/91 10 58 00
#4843 #H *-71-105448
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

91105448

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 upon 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 grantor 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 holder of said first mortgage, 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 and 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 all moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 13.5 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 of the Grantor 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 13.5 percent per annum, shall be recoverable by foreclosure in part, 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, and 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 compiling abstract showing the whole title of said premises embracing foreclosure proceedings, 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 mortgage or 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, when 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 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a 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 said premises.

The name of a record owner is Van Tomaras & Helen Tomaras, his wife

IN THE EVENT of the death, removal from said County of the grantee, or of his resignation, refusal or failure to act, then Chicago Tele Insurance 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 First Mortgage

Witness the hand and seal of the Grantor this 25th day of February, 19 91

(SEAL) Van Tomaras
(SEAL) Helen Tomaras

Please print or type names below signature(s)

13.00

This instrument was prepared by Roberta Foxman, 160 S. Waukegan Rd., Deerfield, IL 60015 (NAME AND ADDRESS)

91105448

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Lake) ss.

I, Robert P. Serzynski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Van Tomaras & Helen Tomaras, his wife

personally known to me to be the same person whose name 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 notarial seal this 25th day of February, 19 91.

(Impress Seal Here)

Robert P. Serzynski
Notary Public
Robert P. Serzynski

Commission Expires 1-24-94



BOX No. 91105448

SECOND MORTGAGE
Trust Deed

TO

Cardinal John Berg
1601 S. Woodway Road
Chicago, Ill 60605

Property of Cook County Clerk's Office