

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

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

1991 JUL 10 AM 11:14

91340593

THIS INDENTURE WITNESSETH, That Gary L. Ticus and Sandra J. Pietkiewicz

(hereinafter called the Grantor), of 522 Laurel Wilmette, IL 60091

for and in consideration of the sum of TWENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE (\$21,575) Dollars

in hand paid, CONVEY AND WARRANT to Donald I. Argyilan and Kathleen S. Argyilan of 124 Laurel Wilmette, IL 60091

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

The East 40 feet of Lot 30 and the West 35 feet of Lot 31 in Block 17 in Lake Shore Addition to Wilmette in Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

PIN: 05-35-17-020

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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 ONE principal promissory note bearing even date herewith, payable as follows: \$21,575, amortized for 30 years at 9% interest rate with monthly payments of principal and interest in the amount of \$173.60 and a final payment of all amounts due July 1, 1996 if not sooner pre-paid in full without penalty.

Payments made before the 5th day of the month are timely and not delinquent.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, on term 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 insure 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 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 first 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, 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 14% 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 14% 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 documents, copies, stenographer's charges, cost of procuring or compiling 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 a 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 proceedings whether decree of sale shall have been entered or not, shall not be dismissed, nor shall the decree 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 said premises.

The name of a record owner Gary L. Ticus and Sandra J. Pietkiewicz

IN THE EVENT of the death, removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then Marguerite Sarah McKenna 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 to World Mortgage in the amount of

Witness the hand S and seal S of the Grantor this 2nd day of July, 1991

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

Gary L. Ticus (SEAL)

Sandra J. Pietkiewicz (SEAL)

& MAIL TO: MSMcKenna 527 Linden Wilmette, IL 60091

This instrument was prepared by _____ (NAME AND ADDRESS)

Box 169

REC-47401 386

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UNOFFICIAL COPY

ADDRESS OF PROPERTY:

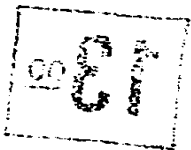
TO

MAIL TO:

MANAGEMENT S. McKinnon
507 LINCOLN AVENUE
WILMETTE, IL 60091

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office



06505916

Commission expires _____

Notary Public
[Signature]
1991

Given under my hand and official seal this _____ day of _____ 1991

act, for the uses and purposes therein set forth.
such _____ signed, sealed and delivered the said instrument as _____ free and voluntary
scribed to the foregoing instrument, appeared before me this day in person and acknowledged that they as
personally known to me to be the same persons whose name _____ sub-
a notary public in and for the said County, in the State aforesaid. DO HEREBY CERTIFY that
EARLY L. TICUS & SHARMA D. PATEKHAJIC

I, *Beth Ann Hinkle*

STATE OF *Illinois*
COUNTY OF *Cook*
SS.