

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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49716 # *92-740710
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That A.K.Z. CORPORATION,
an Illinois Corporation
(hereinafter called the Grantor), of 512 Esby Street,
Darien, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Ninety Thousand and 00/100
(\$90,000.00) Dollars
in hand paid, CONVEY S AND WARRANT S to WESTWAY
CONSTRUCTION CORPORATION
of 210 West River Drive, St. Charles, Illinois
(No. and Street) (City) (State)
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

See Legal Descriptions attached hereto and incorporated herein as Exhibits "A-1" through "A-4".

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: 15-13-200-028-1001 THROUGH 1004

Address(es) of premises: 7525 Adams, Forest Park, Illinois, Union Township, Cook County, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, the Grantor hereby conveys and warrants with interest at 7 1/2% WHEREAS, The Grantor is justly indebted upon principal promissory note numbered 15-13-200-028-1001 payable in two (2) installments; the first installment being payable on or before February 28, 1993, and the second installment, along with the principal balance, being payable on or before August 31, 1993.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as shown 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, or rebuild or repair 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 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 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 18 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 18 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. Further, Grantor agrees that this is a commercial transaction and Grantor

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, when a decree of sale shall have been entered or not, shall not be dismissed, nor shall the same 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 is: A.K.Z. Corporation, an Illinois Corporation

IN THE EVENT of the death or removal from said Kane County of the grantee, or of his resignation, refusal or failure to act, then Kate L. McCracken 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 in favor of Hinsdale Federal Savings and Loan,
n/k/a Hinsdale Federal Bank

Witness the hand and seal of the Grantor this 16th day of September, 1992.

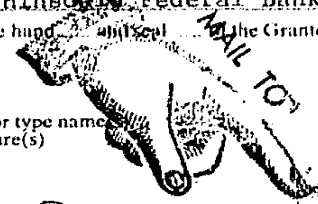
BY: Kate L. McCracken (SEAL)
Its President

BY: Glenn Zabolot (SEAL)
Its Secretary

Please print or type name below signature(s)

RETURN TO =
This instrument was prepared by Kate L. McCracken, Drendel, Schanlaber, Horwitz, Tatnall & McCracken,
520 Redwood Dr., P. O. Box 4010, (NAME AND ADDRESS) Aurora, Illinois 60507-4010
(708) 844-0800

4/30 512 PM 1001



hereby waives its right of redemption in the event of foreclosure hereof.

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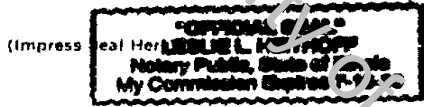
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STATE OF Illinois)
COUNTY OF Kane) ss.

I, Leslie L. Heithoff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kathleen Zalabak and Alan Zalabak

personally known to me to be the same persons whose names 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 official seal this 18 day of September, 1993



Leslie L. Heithoff
Notary Public

Commission Expires 7-18-94

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BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

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PARCEL 1: UNIT 7525 1-E TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: UNIT 7525 1-W TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: UNIT 7525 2-E TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: UNIT 7525 2-W TOGETHER WITH AN UNDIVIDED 25 PERCENT INTEREST IN THE COMMON ELEMENTS IN ADAMS STREET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 88467143, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT

A-1 through A-4

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02/14/2010

EXHIBIT _____