

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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92825116

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THIS INDENTURE WITNESSETH, That PETER J. GOUTOS  
and SPIROS SOURBIS

(hereinafter called the Grantor), of 9438 Ogden  
Avenue, Brookfield, IL 60513

(No. and Street) (City) (State)  
for and in consideration of the sum of TWELVE THOUSAND FIVE  
HUNDRED EIGHTY-NINE and 16/100-- Dollars

in hand paid, CONVEY AND WARRANT to R. STEWART  
HOLMES and MICHAEL A. MEYER, dba HOLMES-  
of MEYER ASSOCIATES, a partnership

(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:

Lots 18, 19, 20 and 21 in Block 2 in West Grossdale, a subdivision  
of part of the West 1/2 of the West 1/2 of Section 3, Township  
38North, Range 12, East of the Third Principal Meridian, 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): 18-03-103-026-027-028 and 029

Address(es) of premises: 9438 Ogden Avenue, Brookfield, Illinois 60513

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

WHEREAS, The Grantor is justly indebted to a principal promissory note bearing even date herewith, payable

Note in the amount of \$12,589.16 dated the date herewith, at 10.50  
percent (10.50%) amortized over eight (8) years, due on or before  
July 5, 1998, said Note and monies represented thereby to be paid  
in equal monthly installments of Two Hundred Forty-One and 28/100  
Dollars (\$241.28) payable on the fifth (5th) day of each month.

This Trust Deed and Note supercedes Trust Deed and Note dated August  
27, 1990.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 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 12.00 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 12.00 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 comparing 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 a case 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: Peter J. Goutos

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

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 None

Witness the hand S and seal S of the Grantor this 2nd day of October, 19 92

Peter J. Goutos (SEAL)

Spiros Sourbis (SEAL)

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

This instrument was prepared by John D. Landry, Esq., 1415 West 55th St., La Grange, IL  
(NAME AND ADDRESS) 60525

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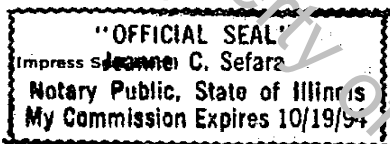
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Joanne Sefara, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter J. Goutos and Spiros Sourbis

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 2nd day of October, 1992.



Joanne C. Sefara  
Notary Public

Commission Expires 10-19-94

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Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE®  
LEGAL FORMS

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