

TRUST EED  
SECOND MORTGAGE (ILLINOIS)

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warrants any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

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THIS INDENTURE WITNESSETH that Michael Gaides, a  
bachelor

hereinafter called the Grantor, of  
930 W 35th Street Chicago Illinois

for and in consideration of the sum of \$40,000.00  
Forty Thousand 00/100 Dollars

in hand paid, CONVEY AND WARRANT  
Ludwig Kirkus or Irene V. Kirkus, his wife  
as Trustee of 2891 S Archer Place Palos Hills Illinois

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

Lot 4 in Greenbaum Subdivision of the North 2 acres of lot 2 in  
Block 26 in Canal Trustees' Subdivision of the South Fraction of  
Section 29, Township 39 North, Range 14 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: 17-29-409-001-0000

Address(es) of premises: 2891 S Archer, Chicago, Illinois

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

WHEREAS The Grantor is justly indebted to principal promissory note bearing even date herewith payable  
On the 10th day of December 1992 the amount of \$551.14 and on  
the 10th day of each month here after until November 10th 1997.  
Then on the 9th day of December 1997 the entire remaining balance  
shall be due and payable.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when 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 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 less clause attached payable to the first Trustee of Mortgagee, and secondly to the  
Trustee herein as their interests may appear, which policies shall be kept and remain with the 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 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 the rate of \_\_\_\_\_ 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 holder 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 \_\_\_\_\_ per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if all of said indebtedness had  
then matured by express terms.

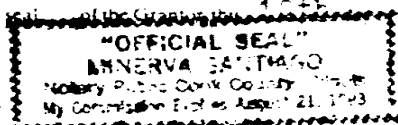
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof --  
including reasonable attorney's fees, outlays for documentations, copies, stenographer's charges, cost of procuring or compiling abstract showing the  
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 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 on said premises, and 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 shall a 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 acting 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 Michael Gaides

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  
Irene V. Kirkus 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 made this \_\_\_\_\_ day of \_\_\_\_\_ 1992

Witness the hand and seal of the Grantor this 10th day of November 1992



Michael Gaides (SEAL)

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

Annerva Santiago

Ludwig Kirkus (SEAL)

This instrument was prepared by Henry Hillganyer 17411 S Throop East Hazel Crest IL

NAME AND ADDRESS

92922369

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Gaides, a bachelor

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 he signed, sealed and delivered the said instrument as his 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 10th day of November, 1992

(Impress Seal Here)

see reverse

Notary Public

Commission Expires

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TO

BOX No

SECOND MORTGAGE

**Trust Deed**

GEORGE E. COLE  
LEGAL FORMS