

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

DEPT-01 RECORDING \$23.00
T#8888 TRAN 5035 07/07/93 11:52:00
#2574 # **93-517671
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That Jaroslav Babenek and Jolanta Babenek, his wife and Adam Babenek, unmarried (hereinafter called the Grantor), of 5118 W. Oakdale Avenue, Chicago IL 60641 (City) (State)

for and in consideration of the sum of FIFTEEN THOUSAND TWO HUNDRED NINE DOLLARS AND 00/100 Dollars in hand paid, CONVEY AND WARRANT to First Security Bank of Wood Dale of 372 Wood Dale Rd. Wood Dale IL 60191 (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: Lot 34 in Block 16 in Falconer's second addition to Chicago, a subdivision of the South 1/2 of the Northeast 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PREPARED BY: Ron Taiwes for First Security Bank of Wood Dale
372 Wood Dale Rd. Wood Dale IL 60191

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): 13-28-226-934
Address(es) of premises: 5118 W. Oakdale Avenue, Chicago IL 60641

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable
* in 83 installments of \$250.78 each beginning on July 20, 1993, and continuing on the same day of each successive month thereafter until fully paid with a final installment of \$250.78 payable on June 20, 2000. All payments shall be first applied to accrued interest to date of actual payment with the remainder applied to the unpaid balance of principal. The amount of the final installment will be adjusted to reflect actual interest earned as a result of early or late payment of any installments.

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 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 allowed; (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 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 to insure, or pay taxes or assessments, or pay 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 9.75 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, when notice, become immediately due and payable, and with interest thereon from time of such breach at 9.75 per cent per annum, to 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 evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embraced in foreclosure decree shall be paid by the Grantor, and the like expenses and disbursements, incurred by any suit or proceeding wherein the grantee or the 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 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 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: Jaroslav Babenek and Jolanta Babenek, his wife and Adam Babenek, unmarried

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 First Security Bank of Wood Dale 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 _____

Witness the hand and seal of the Grantor this 11th day of June, 1993

Jaroslav Babenek (SEAL)
Jolanta Babenek (SEAL)
Adam Babenek
(NAME AND ADDRESS)

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

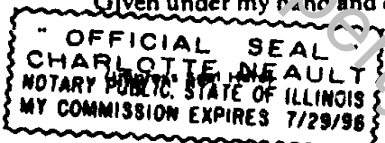
This instrument was prepared by 23 (OVER)

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 Jaroslav Bebenek and Jolanta Bebenek, his wife and Adam Bebenek, unmarried, 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 11th day of June, 1993.



Charlotte Neault
Notary Public

Commission Expires 7/29/98

Property of Cook County Clerk's Office

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:
SECURITY BANK OF WOOD DALE
2221 WOOD DALE ROAD
PO BOX 347
WOOD DALE, ILLINOIS 60191-0547

GEORGE E. COLE
LEGAL FORMS