

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

93175608

THIS INDENTURE WITNESSETH, That
VAN TOMARAS & HELEN TOMARAS, his wife
(hereinafter called the Grantor), of
6530 N. Central Park, Lincolnwood, IL 60065
(No and Street) (City) (State)
for and in consideration of the sum of *Twenty Five Thousand and
no/100* Dollars
in hand paid, CONVEY AND WARRANT to
DEVON BANK
of 70 S. Waukegan Rd., Deerfield, IL 60015
(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:

DEPT-01 RECORDING \$23.00
788888 JAN 1629 03/09/93 10:03:00
#6756 # 4-53-175608
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

LOT 83 (EXCEPT THE NORTH 6 FEET THEREOF) AND LOT 84 IN PROESEL'S LINCOLN AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 1,2,3,4,20,21 AND 22 IN JOHN PROESEL ESTATE PARTITION, A SUBDIVISION OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 10-35-322-038

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 principal promissory note bearing even date herewith, payable

Payable in the principal sum of \$25,000.00 with interest payable monthly, commencing on the 26th day of December, 1992, and with a final payment of principal and interest due May 26, 1993.

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 on 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) 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 mortgagee 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 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 10 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 hereon from time of such breach at 13.0 per cent per annum, shall be recoverable by foreclosure hereon, 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 of 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, as claimed by any suit or proceeding wherein the grantee or any holder of any lien on 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 release 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 said premises.

The name of a record owner is Van Tomaras & Helen Tomaras, his wife
In the EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then
Grantee's Lawful Successor 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

Witness the hand and seal of the Grantor this 27th day of November, 1992.

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

[Signature] (SEAL)
Van Tomaras
[Signature] (SEAL)
Helen Tomaras

This instrument was prepared by Susan G. Smith, 70 S. Waukegan Rd., Deerfield, IL 60015
(NAME AND ADDRESS)

#23.00E

93175608

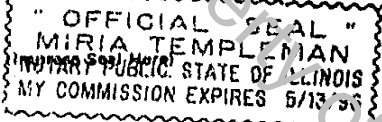
UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Miria Templeman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Van Tomaras & Helen Tomaras, his wife

personally known to me to be the same person s whose name s 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 notarial seal this 27th day of November, 19 92.



Miria Templeman
Notary Public
Miria Templeman

Commission Expires 5-13-96

93175608

Proprietary of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

Mail To

DEVON BANK
20 S. WAUKEGAN RD.
DEERFIELD, IL 60015
(708) 498-4400