

TRUST DEED

NEEDING NO NOTARIAL FILING

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83243808

CHICAGO OFFICE & TRUST DEEDS DEPT. OF REALTY, 100 N. WABASH ST., CHICAGO, ILL.

THIS INDENTURE WITNESSETH, That Mieczyslaw Gaj and Elzbieta Gaj in his wife

(hereinafter called the Grantor), of ILLINOIS (State)

for and in consideration of the sum of (818,750.00) Eighteen thousand seven hundred fifty

no legal claim by AND WARRANT to Wieslaw Milosz and Aleksandra Milosz of CHICAGO ILL.

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 24 IN BLOCK 3 IN HIELD'S SUBDIVISION OF BLOCKS 1 TO 6 INCLUSIVE AND 9 TO 12 BOTH INCLUSIVE IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 48 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1913 AS DOCUMENT NUMBER 52374 IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights they may have 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 duly indebted upon a principal promissory note bearing even date herewith, payable

Address: 4854 W. NELSON CHICAGO, ILLINOIS  
P.I.N: 13-28-211-016-0000  
VOL 358

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, from 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 build up or repair of, 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 may be 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 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 the rate of 6 1/2 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 6 1/2 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 documents, 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 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 proceedings, and their decree of sale shall have been entered or not, shall not be limited, nor shall any of the aforesaid, 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 THE SAME AS ABOVE 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 FIRST MORTGAGE OF BANK UNITED OF TEXAS

Witness the hand and seal of the Grantor this 1 day of JANUARY 1993

Please print or type name(s) below signature(s)  
MARIE  
Mieczyslaw Gaj  
Elzbieta Gaj

This instrument was prepared by CHRISTOPHER KORZOL 5711 N. MILLAUNEE CHICAGO ILL 60646

DEPT-03 RECORDS 04/07/93 1061180  
COOK COUNTY RECORDER

COOK COUNTY MORTGAGE

2380

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ENCLOSURE

NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

ss.

I, CHRISTOPHER S. KOZIOL, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that MICELYSLOW GAJ AND ELZBIETA  
Gaj his wife

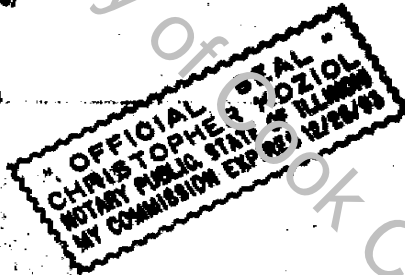
personally known to me to be the same persons whose names subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said  
instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and  
waiver of the right of homestead.

Given under my hand and official seal this 1 day of January, 1993

(Impress Seal Here)

*Christopher S. Koziol*  
Notary Public

Commission Expires \_\_\_\_\_



REGISTER

Property of Cook County Clerk's Office

BOOK NO.	SECOND MORTGAGE Trust Deed													
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GEORGE E. COLE  
LEGAL FORMS