

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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94453912

THIS INSTRUMENT WITNESSETH, That
Joseph F. and Mary R. Siptora

(hereinafter called the Grantor), of
3321 N. Ozark Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Three Thousand Two
Hundred Ninety Two & 20/100 Dollars

in hand paid, CONVEY AND WARRANT to
J. E. Pierce Builders, Inc.
of 300 E. North Avenue Villa Park, Illinois
(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

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E 1/2 of the SW tract 1/4 of tract no 24

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COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to wit

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: 12-24-321-012

Address(es) of premises: 3321 N. Ozark, Chicago, Illinois 60634

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

WHEREAS, The Grantor is justly indebted up on their principal promissory note bearing even date herewith, payable to order of
J. E. Pierce Builders, Inc., Villa Park, Illinois in 36 consecutive payments in
the amount of 91.45 payable on the 16th day of May, 1994 and on the 16th day
of every month thereafter until the entire balance has been paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 rebuilding or repair of 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 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 Trustee 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 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 _____ 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 _____ per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same amount 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 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 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 rescinded 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 gives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a 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 same premises.

The name of a record owner is: Joseph F. and Mary R. Siptora

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 J. E. Pierce Builders, Inc. 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 the laws of the State of Illinois regarding notes and mortgages.

Witness the hand and seal of the Grantor this 16th day of March, 1994.

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

Handwritten signature of Joseph F. Siptora

Joseph F. Siptora (SEAL)

Mary R. Siptora (SEAL)

This instrument was prepared by J. E. Pierce Builders, Inc. 300 E. North Avenue
(NAME AND ADDRESS) Villa Park, Illinois 60181

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Debra L. Sanders, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph P. and Mary R. Stora

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

Given under my hand and official seal this 16th day of March, 1994.



[Handwritten Signature]
Notary Public

Commission Expires 8/94

BOX 36

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS