

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That HAMLIN CLUB, INCORPORATED
an Illinois Corporation,

(hereinafter called the Grantor), of 3757 W. 57th Street Chicago IL

for and in consideration of the sum of Thirty Thousand (\$30,000.00) Dollars

in hand paid, CONVEY AND WARRANT to STANLEY KOS
of 3901 W. 57th Street Chicago, IL 60629

DEPT-01 RECORDING \$23.50
T#0014 TRAN 3217 10/31/94 16:41:00
#6840 # AR # -94-927470
COOK COUNTY RECORDER

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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:
Lots Twenty Three (23) and Twenty Four (24) in Block Eighteen (18) in James H. Campbell's Addition to Chicago, said Addition being a Subdivision of the North West quarter (except the East 50 feet thereof) of Section 14, Township 38 North, Range 13, 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(s): 19-14-118-001
Address(es) of premises: 3757 W. 57th Street, Chicago, IL 60629

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted, or of its principal promissory note bearing even date herewith, payable to STANLEY KOS in equal monthly installments: \$197.98 on the 1st day of December, 1994, and \$197.98 on the 1st day of each month thereafter, with the final payment of the balance due on the 1st day of November, 1997, with interest on the principal balance from time to time unpaid at the rate of 5% per annum.

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 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 loss clause attached payable first 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 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 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 ten (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 thereon from time of such breach at ten (10) 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 documentary and recording fees, 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 a 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 a decree of sale shall have been entered or not, shall not be dismissed, nor the case 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 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 the said premises.

The name of a record owner is: HAMLIN CLUB, INCORPORATED

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 HELEN KOS 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.

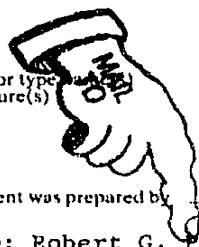
This trust deed is subject to covenants, conditions, restrictions and mortgages of record.

Witness the hand S and seal S of the Grantor this 28th day of October, 1994

HAMLIN CLUB, INCORPORATED
By: X Stanley Jeralol (SEAL)
President

Attest: X Anne Jeralol (SEAL)
Secretary

Please print or type below signature(s)



This instrument was prepared by Robert G. Prorak, Atty., 8303 W. Higgins, #300, Chgo., IL 60631
(NAME AND ADDRESS)

MAIL TO: Robert G. Prorak, 8303 W. Higgins, #300, Chgo., IL 60631

94927470

Handwritten initials/signature.

UNOFFICIAL COPY

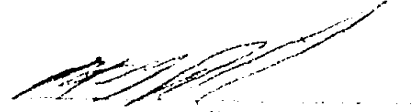
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STANISLAW JARZABEK and ANNA G. JARZABEK

_____ personally known to me to be the same person as whose name is 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 28th day of October, 1994.

(Impress Seal Here)



Notary Public.

Commission Expires May 24, 1998

OFFICIAL SEAL
ROBERT G. PRORAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-24-98

Property of Cook County Clerk's Office
02122616

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

ATTORNEY'S NATIONAL
TITLE NETWORK, INC.

GEORGE E. COLE
LEGAL FORMS