

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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94077851

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THIS INDENTURE WITNESSETH, That UVE R. JERZY AND SANDRA L. JERZY, husband and wife,  
(hereinafter called the Grantor), of 20301 Hellenic,  
Olympia Fields, Illinois 60461  
(No. and Street) (City) (State)

for and in consideration of the sum of \*\*\*Fifteen Thousand and no/100 (15,000)\*\*\* Dollars  
in hand paid, CONVEY AND WARRANT to Mandel, Lipton and Stevenson Limited Profit Sharing Trust  
of 120 N. LaSalle St., #2900, Chicago, IL 60602  
(No. and Street) (City) (State)

DEPT-01 RECORDING \$25.50  
T#6666 TRAN 2535 01/25/94 10:15:00  
#4481 \*94-077851  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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:

SEE ATTACHED LEGAL DESCRIPTION

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 31-14-403-001  
Address(es) of premises: 20301 Hellenic, Olympia Fields, Illinois 60461

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

to Mandel, Lipton and Stevenson Limited Profit Sharing Trust  
in full on January 24, 1999.

In the event of a sale of the property, transfer or assignment of the beneficial interest of a Trust, the remaining principal balance plus all accrued interest shall be immediately due and payable.

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 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 \_\_\_\_\_ percent 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 \_\_\_\_\_ percent 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 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 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 released, 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 person 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: Uve R. Jerzy and Sandra L. Jerzy

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 Leonard Malkin 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 due Financial Federal Trust and Savings Bank of Olympia Fields

Witness the hand and seal of the Grantor this 24<sup>th</sup> day of January, 1994.

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

Uve R. Jerzy (SEAL)  
Uve R. Jerzy

Sandra L. Jerzy (SEAL)  
Sandra L. Jerzy

This instrument was prepared by J. Steffens, Mandel, Lipton and Stevenson Limited

MAIL TO: J. STEFFENS (NAME AND ADDRESS) 120 North LaSalle Street, Chicago, IL 60602  
MANDEL, LIPTON & STEVENSON LIMITED  
120 NORTH LaSALLE ST., SUITE-2900  
CHICAGO, ILLINOIS 60602

25 50  
ONE

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK } ss.

I, Jacqueline Steffen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Uve R. Jerzy and Sandra L. Jerzy, husband and wife,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 it, instead.

Given under my hand and official seal this 21<sup>st</sup> day of January, 19 94.

"OFFICIAL SEAL"  
JACQUELINE STEFFENS  
Notary Public, State of Ill.  
My Commission Expires June 6, 1995  
6/6/95

Jacqueline Steffen  
Notary Public

Commission Expires 6/6/95

Property of Cook County Clerk's Office

94077851

BOX No.

SECOND MORTGAGE  
**Trust Deed**

UVE R. JERZY and  
SANDRA L. JERZY, Husband and Wife,  
TO  
MANDEL, LIPTON AND STEVENSON  
LIMITED PROFIT SHARING TRUST

GEORGE E. COLE®  
LEGAL FORMS

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LOT 1 IN BLOCK 2 IN RESUBDIVISION OF BLOCKS 2,3,4,5,6 AND 7 AND THE STREETS AND ALLEYS ADJACENT THERETO IN OLYMPIA FIELDS SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, AND THAT PART OF THE EAST 1003.03 FEET WEST OF THE ILLINOIS CENTRAL RAILROAD COMPANY WESTERLY RIGHT OF WAY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, AFORESAID AND THE NORTH 30.0 FEET EXCEPT THE EAST 1003.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, AFORESAID, IN COOK COUNTY, ILLINOIS.

Commonly known as 20301 Hellenic, Olympiz Fields, Illinois 60461

PIN 31-14-403-001

Property of Cook County Clerk's Office

ISSUED  
93077851