

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

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Frank J. Farkas and Kimberly A. Bazant-
THIS INDENTURE WITNESSETH, That Farkas and Frank
Farkas and Elizabeth Farkas (J)

(hereinafter called the Grantor), of
3036 Atlantic Street Franklin Park, IL
(No. and Street) (City) (State)
for and in consideration of the sum of Thirty-Six Thousand
Two Hundred Fifty Dollars \$ 00-100's Dollars
in hand paid, CONVEY AND WARRANT to
Candice Co., Inc.
of P.O. Box #285 Berwyn, Illinois 60402
(No. and Street) (City) (State)

04/06/94 0019 MCH 15:01
RECORDIN 4 23.00
MAIL 4 0.50
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04/06/94 0019 MCH 15:01

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: Lot 38 and 39 in Block C in First Addition of Franklin Park in the East Half of the North East Quarter of Section 28, Township 40, Range 12, 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) 12-28-214-021
Address(es) of premises: 3036 Atlantic Street Franklin Park, Illinois 60131

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 in 180 monthly installments of \$367.68 each month. First installment being due thirty days after signing date and for 179 months thereafter until paid in full. Total term of this loan is 180 monthly payments. Total principal amount of loan is \$36,250.00. Total interest paid after 180 on time installments is \$29,032.40. Total paid after 180 on time installments is \$66,132.40.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as provided 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 to the Trust Trustee of 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 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 if money so paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of such indebtedness 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 9.00 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 term.

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 stamps, 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 on 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 shall the same be discontinued, 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 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: Frank J. Farkas & Kimberly A. Bazant-Farkas & Frank Farkas

IN THE EVENT of the death or removal from said Cook County of the grantee or his heirs, assigns, executors, administrators or assigns, then Candice Co., 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.

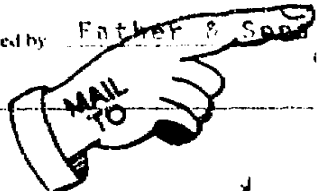
This trust deed is subject to

Witness the hand and seal of the Grantor this 19th day of March 1994

Frank J. Farkas (SEAL)
Kimberly A. Bazant-Farkas (SEAL)
Frank Farkas (SEAL)
Elizabeth Farkas (SEAL)

This instrument was prepared by Father & Sons, Inc. 28 East Avenue Riverside, Illinois 60546 (NAME AND ADDRESS)

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Handwritten initials

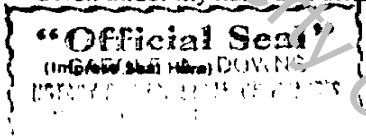
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STATE OF Illinois
COUNTY OF Cook

ss.

I, Carole A. Downs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank J. Farkas and Kimberly A. Pazant-Farkas and Frank Farkas and Elizabeth Farkas (J) personally known to me to be the same person, 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 10th day of March, 1904.



Carole A. Downs
Notary Public

Commission Expires 2-9-95

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

| | | |
|---------------|---|----------|
| BOX No. _____ | SECOND MORTGAGE Trust Deed | TO _____ |
|---------------|---|----------|

GEORGE E. COLE
LEGAL FORMS