

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

3470313

CAUTION: Consult a lawyer before using or acting under this form
All warranties, including merchantability and fitness, are excluded!

THIS INDENTURE WITNESSETH, That John H. Kawa and Dolores R. Kawa, his wife
(hereinafter called the Grantor), of 507 Hatlen Ave., Mount Prospect, Illinois 60056
(No. and Street) (City) (State)

for and in consideration of the sum of PRINCIPAL-\$25,000.00 and INTEREST-\$8,769.80 Dollars
in hand paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK
of 111 E. Busse Ave., Mt. Prospect, IL 60056
(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:
LOT FORTY SIX-----

Above Space For Recorder's Use Only

(46) 3470313

In Colonial Heights, being a Subdivision of that part of Lots Two (2), Four (4), Five (5) and Seven (7), taken as a Tract, in Owners Division, being a Subdivision of the Southeast Quarter (1/4) (except the West Half (1/2) of the southwest Quarter (1/4) thereof) of Section 10, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said Colonial Heights registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 27, 1960, as Document Number 1923890,
It is charge ()
con ()
Hereby re INTRU
WHERE...

"Data than nt n."

payable to the MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Thirty-Three Thousand Seven Hundred Sixty-Nine & 80/100 (\$33,769.80) Dollars, the said principal and interest to be paid in monthly installments of Five Hundred Sixty-Two & 83/100 (\$562.83) Dollars on the 5th day of December A. D., 1985, and Five Hundred Sixty-Two & 83/100 (\$562.83) Dollars on the 5th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 5th day of November A. D., 1980, with interest after maturity until paid at the rate of 11 2/25 per centum annum.

INDEX # 02-10-405-013-0000
507 HATLEN AVE., MT. PROSPECT, ILL. 60056

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 restore 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 first Trustee of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee of 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 until all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, per centum 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 centum annum, shall be recoverable by legal action therefor, 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 document preparation, 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 shall the use 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 said premises.

The name of a record owner is: John H. Kawa and Dolores R. Kawa, his wife

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 CHICAGO TITLE TRUST COMPANY 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 ^{of} and seal ^{of} of the Grantor this 15th day of October, 1985
Trust Deed has been identified herewith under Identification No. 2934

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

MOUNT PROSPECT STATE BANK,
a corporation of Illinois, Trustee

John H. Kawa (SEAL)
John H. Kawa

Dolores R. Kawa (SEAL)
Dolores R. Kawa

This instrument was prepared by John C. Haas, 115 S. Emerson St., Mt. Prospect, IL 60056
(NAME AND ADDRESS)

NOTE IDENTIFIED

PHOTOCOPIED SECOND MORTGAGE

3470313

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 JOHN H. KAWA AND DOLORES R. KAWA, his wife

personally known to me to be the same person whose name 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 15th day of October, 1985.

Address Seal Here:

Anna D. Messmann
Notary Public

Commission Expires 7-15-89

Property of Cook County Clerk's Office

1/21/86
90
BOX 93
SECOND MORTGAGE
Trust Deed

JOHN H. KAWA AND DOLORES R. KAWA,
his wife to
MOUNT PROSPECT STATE BANK, a
corporation of Illinois, Trustee--
2470313

PROPERTY ADDRESS:
507 Hatlen Avenue
Mount Prospect, IL 60056
FARMINGTON
ADDRESS

MAIL TO: RECORDER'S BOX NO. 93
Mount Prospect State Bank
ATTN: Mrs. W. Meessmann
Inst. In. Dept.

93
 SECOND MORTGAGE
 Trust Deed

JOHN H. KAMA AND DOLORES R. KAMA,

his wife

MOUNT PROSPECT STATE BANK, a
 Corporation of Illinois, Trustee--

PROPERTY ADDRESS:

507 Hatlen Avenue
 Mount Prospect, IL 60056

3470313
 DEPT. OF REVENUE
 16 AM

MAIL TO: RECORDER'S BOX NO. 93

Mount Prospect State Bank
 ATTN: Mrs. W. Meessmann
 Notarial Inst. - In. Dept.

UNOFFICIAL COPY

GEORGE E. COLE
 LEGAL FORMS

Property of Cook County Clerk's Office

State of Illinois }
 County of Cook }
 ss. _____
 the undersigned _____ a Notary Public in and for said County, in the
 State aforesaid, DO HEREBY CERTIFY that JOHN H. KAMA AND DOLORES R. KAMA, his wife,
 personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
 appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
 instrument to me 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 15th day of February, 1985.

 Notary Public