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RIDER ATTACHED TO TRUST DEED AND MADE
A PART HEREOF TO THAT CERTAIN NOTE
DATED October 11, 1989
EDISON CREDIT UNION, AS MORTGAGEE
("TRUSTEE"), and Michael A. Nowak,
divorced and not since remarried
AS MORTGAGORS ("GRANTORS")

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

Michael A. Nowak
Michael A. Nowak

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Lot 3 in Block 1 in Hoffman Estate, 1, being a Subdivision of that part of the West 1/2 of the Northwest 1/4 and that part of the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 41 North, Range 10, East of the Third Principal Meridian, lying North of Higgins Road, together with that part of the Northeast 1/4 of Section 15, Township 41 North, Range 10, East of the Third Principal Meridian, lying North of Higgins Road, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 5, 1955, as Document Number LR 1612242, in Cook County, Illinois.

3891943

Property of Cook County Clerk's Office

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Michael A. Nowak,
divorced and not since remarried

(hereinafter called the Grantor), of
1000 Apple Street, Hoffman Estates, IL 60195
(No. and Street) (City) (State)

for and in consideration of the sum of Sixteen Thousand and No/100
(\$16,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Edison Credit Union
an IL corp. incorp. under the IL Credit Union Act,
of 300 W. Adams, Suite 330, Chicago, IL 60606
(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:

Above Space For Recorder's Use Only

(See Attached Exhibit "A")

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): 07-15-200-014

Address(es) of premises: 1000 Apple Street, Hoffman Estates, Illinois 60195

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

WHEREAS, The Grantor is justly indebted upon a principal promissory note installment bearing even date herewith, payable

to Edison Credit Union in the principal amount of \$ 16,000.00, payable in 120 monthly installments of \$219.74 bearing interest at the rate of 10.9% per annum, as per the tenor of said Installment Note.

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, or build or rebuild, 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 Trustee or 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 if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of 10.9% 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 holder 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 10.9% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if an 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 a decree of sale shall have been entered or not, shall not be dismissed, nor released, except 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, reserves 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: Michael A. Nowak, divorced and not since remarried

IN THE EVENT of the death or resignation of 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 the first mortgage of First Western Mortgage Corporation dated April 15, 1987 and recorded as Document No. 6309162T.

Witness the hand and seal of the Grantor this 11th day of October, 1989.

Michael A. Nowak (SEAL)
Michael A. Nowak

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

(SEAL)

MAIL TO:

This instrument was prepared by Joel Goldman, Esq., Two Crossroads of Commerce, Suite 310, Rolling Meadows, Illinois 60008 (NAME AND ADDRESS)

NOTE IDENTIFIED

PROPERLY FILED AT THE COUNTY CLERK'S OFFICE OF COOK COUNTY MORTGAGE

389 1943

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, JOEL GOLDMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Nowak, divorced and not since remarried

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 he signed, sealed and delivered the said instrument as his 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 11th day of October, 1989.



Joel Goldman
Notary Public

Commission Expires 2/2/92

Identification No. 4347
EDISON CREDIT UNION, Trustee
BY: *Joel Goldman*

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1446382

3894943

ENCLOSURE

3894943

Submitted by _____
Address _____
Premises _____
Delivered with _____
Date _____
Time _____
Place _____
Address _____
Notified _____

Joel Goldman
2 CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

BOX No. _____
SECOND MORTGAGE
Trust Deed
MICHAEL A. NOWAK, DIVORCED AND
not since remarried
TO
EDISON CREDIT UNION
an Illinois corporation

MAIL TO:
JOEL GOLDMAN
ATTORNEY AT LAW
TWO CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008
GEORGE E. COLE
LEGAL FORMS