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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

GEO E COLE & CO CHICAGO  
LEGAL BLANK B

This Indenture, WITNESSETH, That the Grantor<sup>s</sup>, LEE A. HROBOWSKI AND JO ANN HROBOWSKI,  
his wife, and CHARLES A. HROBOWSKI AND ROSEMARY HROBOWSKI, his wife,

of the Village of Maywood County of Cook and State of Illinois

for and in consideration of the sum of FIVE THOUSAND AND NO/100 (\$5,000.00) - - - - - Dollars  
in hand paid, CONVEY AND WARRANT to ROGER O. SCHUBERT, TRUSTEE

of the City of Alton County of Madison and State of Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements  
herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing appar-  
atus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the Village of Maywood County of Cook and State of Illinois, to-wit:

Lots 683 and 684 in Madison Street Addition, being a Subdivision of part of  
Section 10, Township 39 North, 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.  
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor<sup>s</sup> are  
justly indebted upon their one installment principal promissory note—bearing even date herewith, payable  
to BEARER in the principal amount of \$5,000.00 payable in monthly installments of  
\$40.56, or more, commencing on May 15, 1971, with a final payment, if not sooner  
paid, due on April 15, 1976; said note also provides for a prepayment in the sum  
of \$3,000.00 on or before November 1, 1971; all with interest as set forth in said  
note.

This is a part purchase money mortgage.

THE GRANTOR<sup>s</sup> covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided,  
according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 first clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest  
may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 moneys so paid, the grantor<sup>s</sup> agree, to repay immediately without demand, and  
the same with interest thereon from the date of payment at seven 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 holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at  
seven 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<sup>s</sup>, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-  
of—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole  
title of said premises embracing foreclosure cover—shall be paid by the grantor<sup>s</sup>; and the like expenses and disbursements, occasioned by any suit or pro-  
ceeding 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<sup>s</sup>. 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 proceedings, whether decree of sale shall have been entered or not, shall be dismissed, not appeals hereof given, until all such expenses  
and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor<sup>s</sup>, for said grantor<sup>s</sup>, and for the heirs, executors, administrators  
and assigns of said grantor<sup>s</sup>, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that  
upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor<sup>s</sup>, or to any party  
claiming under said grantor<sup>s</sup>, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said  
premises.

IN THE EVENT of the death, removal or absence from the State of Ill. County of the grantee, or of his refusal or failure to act, then  
Chicago Title and 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 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.

Witness the hand<sup>s</sup> and seal<sup>s</sup> of the grantor<sup>s</sup> this 17th day of April A. D. 19 71

Lee A. Hrobowski (SEAL)  
Jo Ann Hrobowski (SEAL)  
Charles A. Hrobowski (SEAL)  
Rosemary Hrobowski (SEAL)

21 457 573 S  
Office

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State of Illinois  
County of Cook } ss.

I, Francis M. Davies

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that

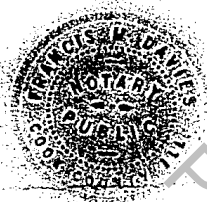
LEE A. HROBOWSKI AND JO ANN HROBOWSKI, his wife, and

CHARLES A. HROBOWSKI AND ROSEMARY HROBOWSKI, 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 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 Notarial Seal, this 17th  
day of April A. D. 1971

Francis M. Davies  
Notary Public.



Property of Cook County Clerk's Office

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Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

HROBOWSKI  
TO  
ROGER O. SCHUBERT, TRUSTEE

Name: DAVIES REALTY SHOP  
Address: 1209 S. FIFTH AVE.  
MAYWOOD, ILLINOIS 60153  
GEORGE COLE & CO.  
MAIL TO

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