

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202  
March, 1968

21 635 231

THIS INDENTURE, WITNESSETH, That the Grantors, Charles A. Mrozek and Edna M. Mrozek,  
his wife,  
of the City of Palos Park, County of Cook and State of Illinois  
for and in consideration of the sum of One thousand three hundred fifty and no/100 (\$1,350.00)  
Dollars in hand paid, CONVEY AND WARRANT to Ford City Bank  
of the City of Chicago, County of Cook and State of Illinois  
as trustee, 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, air-condi-  
tioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and  
profits of said premises, situated in the City of Palos Park, County of Cook  
and State of Illinois, to-wit:

Parcel 1. The South 108.50 feet of the North 1106.75 feet  
of the West ½ of Lot 5 in Johr M. Powell's Subdivision  
in the South-East ¼ of Section 28, Township 37 North,  
Range 12, East of the Third Principle Meridian, commonly  
known as Lot "D".

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 Grantors are justly indebted upon a principal promissory note bearing even date  
herewith, payable

in full at maturity March 17, 1972.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said notes provided,  
or 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 submit receipts therefor; (3) within sixty days after destruction or damage to or loss of or to 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 first, to the first Trustee in mortgage, second, to the Trustee herein as  
their interests 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 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 grantors agree to reimburse 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 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 the 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof,  
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 decree shall be paid by the grantors; and the like expenses and disbursements, occasioned by an appeal 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 grantors. 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 proceed-  
ings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and  
disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and  
assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or  
to any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits  
of the said premises.

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  
Ford City Bank 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 to receiving his reasonable charges.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns  
and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO First Mortgage of Record

Witness the hands and seals of the grantors this 17th day of September 19 71

Charles A. Mrozek (SEAL)  
Edna M. Mrozek (SEAL)

Property of Cook County

21 635 231

Office

# UNOFFICIAL COPY

1971 SEP 23 AM 9 32

STATE OF Illinois SEP-23-71 3 03 9 15 • 21635231 • A — Rec 5:10  
COUNTY OF Cook ss.

I, Sharon Lenderink, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles A. Mrozek and Edna M. Mrozek, his wife,

personally known to me to be the same person s whose name s 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 a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the homestead.

and notarial seal this 17th day of September, 1971



Sharon Lenderink  
Notary Public

500 MAIL

21635231

SECOND MORTGAGE

Trust Deed

TO



END OF RECORDED DOCUMENT