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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202 21 229 354 REG. E. COLE & CO., CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor CHARLES S. KOSTYRA and JEAN T. KOSTYRA, his wife,

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of One thousand and no/100 (\$1,000.00) - - - Dollars in hand paid, CONVEY AND WARRANT to EUGENIA NOWAKOWSKI, Trustee,

of the City of Chicago County of Cook 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:

Lot Nine (9) in Block Three (3) in Butler's Elston and Jefferson Avenue Subdivision, being a Subdivision of part of the South East Quarter of Section Nine (9), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, described as follows: Beginning at the South East corner of the North East Quarter of the South East Quarter of Section Nine (9), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian; thence North six and sixty two one hundredths (6.62) chains to the center of Elston Road; thence North Westerly along the center of said road eleven and ninety one hundredths (11.90) chains; thence South four and six hundredths (4.06) chains; thence East nine and no one hundredths (9.00) chains to the place of beginning (except that part taken for street, 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 CHARLES S. KOSTYRA and JEAN T. KOSTYRA, his wife, are justly indebted upon one installment principal promissory note, bearing even date herewith, payable to BEARER and by grantor, signed and delivered and payable as follows: \$41.67 on August 29, 1970 and \$41.67 on the 29th day of each and every month thereafter until the said sum of \$1,000.00 is paid, with interest on the balance of principal remaining from time to time unpaid at the rate of 7-1/2 per cent per annum.

THE GRANTOR CHARLES S. KOSTYRA and JEAN T. KOSTYRA, his wife, covenant and agree as follows: (1) To pay said indebtedness, with interest thereon, as herein and in said notes provided, on demand to exhibit receipts therefor; (2) To pay prior to the first day of each month all taxes and assessments against said premises that may have been destroyed or damaged; (3) To keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is to be bound to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the holder of the first mortgage and second to the grantor herein as their interests may appear, which policies shall be let and remain with the said first mortgagee of the premises; (4) To keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is to be bound to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the holder of the first mortgage and second to the grantor herein as their interests may appear, which policies shall be let and remain with the said first mortgagee of the premises; (5) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (6) To set the room when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, discharge or purchase any title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all pay so paid, the grantor, agrees, 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 WITNESS WHEREOF, the grantor CHARLES S. KOSTYRA and JEAN T. KOSTYRA, his wife, have hereunto set their hands and seals, and the seal of said County, at Chicago, Illinois, this 29th day of July, A. D. 19 70.

Witness the hand and seal of the grantor CHARLES S. KOSTYRA and JEAN T. KOSTYRA, his wife, this 29th day of July, A. D. 19 70.

Charles S. Kostyra (SEAL)
Jean T. Kostyra (SEAL)
CHARLES S. KOSTYRA (SEAL)
JEAN T. KOSTYRA (SEAL)

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Valentine P. Kaszuba

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State of Illinois
County of Cook } ss.

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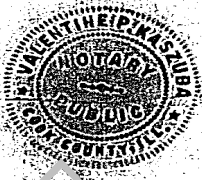
I, VALENTINE P. KASZUBA,

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that CHARLES S. KOSTYRA and JEAN T. KOSTYRA, his wife, who are

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 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 29th day of July A. D. 1970.

Valentine P. Kaszuba
VALENTINE P. KASZUBA Notary Public



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Doc. No. 908

SECOND MORTGAGE

Trust Deed

CHARLES S. KOSTYRA and

JEAN T. KOSTYRA, his wife,

TO

EUGENIA NOWAKOWSKI, Trustee

GEORGE COLI, COOK, ILL.

END OF RECORDED DOCUMENT