

# UNOFFICIAL COPY

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

21 311 731

Geo E Cole & Co Chicago  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor  
LAZLAL BATO

of the Village of Countryside County of COOK and State of Illinois  
for and in consideration of the sum of Two thousand five hundred and twenty Dollars

in hand paid, CONVEY AND WARRANT to EUROPA ACCEPTANCE  
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 \_\_\_\_\_ County of \_\_\_\_\_ and State of Illinois, to-wit:

Lot 3 in Sederberg's Garden, a resubdivision of Lot 5 of Evans Resubdivision of Lot 8 in Vial's Subdivision of the North Half of the North East Quarter of Section 16 Township 38 North, 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 LAZLAL BATO

justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable one hundred and five Dollars payable on November 27th 1970 and twenty three payments of one hundred and five Dollars payable monthly thereafter

THE GRANTOR, covenants and agrees 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 to demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repairs, buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 grantee herein as their interests may appear, which policies shall be left and remain with the said 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 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 on this office, or said premises or pay all prior incumbrances, and the interest thereon from time to time, and all money so paid, the grantor, hereunto, to repay same forthwith without demand, and the same, with interest thereon from the date of payment at seven per cent. per annum, shall be a first additional incumbrance secured hereby.

By the failure 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 election 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 grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including but not limited to the reasonable attorney's fees, costs for documentary evidence, the grantor's charges, costs of procuring or completing abstracts, showing the whole title of said premises embracing foreclosed decrees shall be paid by the grantor, and the like expenses and disbursements, occasioned by the sale or proceeding wherein the grantor 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 any foreclosure proceeding which proceedings, whether divorce of sale shall have been entered or not, shall not be discharged, nor a release hereof given, until all such expenses and disbursements, and the costs of sale, including collector's fees have been paid. The grantor, for said premises, and for the heirs, executors, administrators and assigns of said grantor, hereby irrevocably and exclusively, 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, or to any party claiming under said grantor, 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 said \_\_\_\_\_ County of the grantee, or of his refusal or failure to act, then \_\_\_\_\_ of said County is hereby appointed to be first successor in this trust; and if for any two cause said first successor fail or refuse to act, the person who shall then be the acting Receiver 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 parts entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 27th day of October A. D. 70  
LAZLAL BATO (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

21 311 731

Office

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State of Illinois  
County of Cook } ss.

I, Samuel H. DUHL

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that  
Mazlam Bato

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 \_\_\_\_\_ he signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 27th  
day of October A. D. 1970

Samuel H. Duhl  
Notary Public.



Property of Cook County Clerk's Office

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

Mazlam Bato  
5564 S. 7th Avenue La Grange  
TO  
EUROPA ACCEPTANCE CORP.  
7234 W. Dempster Street  
Morton Grove Ill. 60053



GEORGE COLLETT COMPANY  
21311731

END OF RECORDED DOCUMENT