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REG E COLE & CO CHICAGO  
LEGAL BLANKS

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

This Indenture, WITNESSETH, That the Grantor  
John J. Zovko and Karen A. Zovko, his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of One Thousand Fifty Four and 51/100 Dollars  
in hand paid, CONVEY... ~~XEROX~~ to Alexander A. Tuman.  
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 5 in C. Beers Subdivision of that part of the 3 acres South of  
and adjoining the North 3 acres East of Marshfield Avenue (Louisa  
street) of Block 20 together with Lots 37 and 38 in Knickerbocker's  
Subdivision of the South 4.15 acres of Block 20 all in Canal Trustees  
Subdivision of the East half of Section 31, Township 39 North, Range  
11 East of the Third Principal Meridian, in Cook County, Illinois.\*\***

Herby 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... John J. Zovko and Karen A. Zovko, his wife

justly indebted upon <sup>1st</sup> a principal promissory note... bearing even date herewith, payable  
to order of Century Savings and Loan Association... in the total sum of  
One Thousand Fifty Four and 51/100 Dollars to paid in 48 monthly  
Installments of \$21.93 per month, commencing April 1, 1974.

THE GRANTOR... 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 existing between the parties, to the first day of June, each year, all taxes and assessments against said premises and all other taxes and assessments thereon; (2) within sixty days after damage or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (3) that waste to said premises shall not be committed or suffered; (4) that no building or improvement on said premises shall be erected by the grantor... without the consent of the holder of the first mortgage or the holder of the second mortgage, or of an insurance company acceptable to the holder of the first mortgage, or the holder of the second mortgage, or of an insurance company acceptable to the holder of the first mortgage or the holder of the second mortgage, or to the first trustee or mortgagor, and, in case of an insurance company acceptable to the holder of the first mortgage or the holder of the second mortgage, or to the first trustee or mortgagor, as a condition precedent to the payment of any premium thereon, that such policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said prior incumbrances or the interest thereon from time to time, and all money so paid, the grantor... agrees to receive the same without demand, and all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor... agrees to receive the same without demand, and the same with interest thereon from the date of payment or payment of the same, to be paid by the grantor... to the holder of the prior incumbrances secured hereby.

In THE EVENT of failure to pay such insurance or pay such taxes or assessments, or discharge or purchase any tax or other title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor... agrees to receive the same without demand, and the same with interest thereon from the date of payment or payment of the same, to be paid by the grantor... to the holder of the prior incumbrances secured hereby.

that, at the option of the legal holder thereof, without notice, become immediately due and payable, and will interest thereon from time of such breach as seven per cent per annum, shall be recoverable by foreclosure thereof, by suit at law, or both, the same as if all of said indebtedness had been 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 any foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of process, costs of removal of rent, including whole title of said premises embracing foreclosure documents, and any other expenses of a like nature, shall be paid by the grantor... and the same, together with all expenses and disbursements which shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered by the court, and the same, together with all expenses and disbursements, and the costs of suit, interest, and attorney's fees, shall be paid by the grantor... and for the heirs, executors, administrators and successors in title to the grantee, and his wife, the 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 any party claiming under said 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.

In THE EVENT of the death, removal or absence from said Joseph F. Wolski, County of the grantee, or of his refusal or failure to act the  
said County is hereby appointed to be first successor in this trust and to receive all rents, issues and profits of the said premises, and  
any like cause and 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 his 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 his party entitled, on receiving his reasonable charges.

Witness the hand...and seal...of the grantor...this 19th day of March A.D. 19 74

John J. Zovko  
Karen A. Zovko

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State of Illinois }  
County of Cook }

I, Roman W. Kaczmarek

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
John J. Zovko and Karen A. Zovko, his wife

personally known to me to be the same person, whose name is R. W. K. 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 19th  
day of March A. D. 1974

*Roman W. Kaczmarek*  
Notary Public

Joseph J. Gobbi  
1941 West 35th St.  
Chicago Ill. 60609

RECORD OF DECS  
COOK COUNTY ILLINOIS

1974 MAR 22 PM 3 12  
MAR-22-74 775318 22663113 A — Rec 5.00

500

## Trust Deed

Box No. 208

### SECOND MORTGAGE

John J. Zovko and

Karen A. Zovko, h/w

TO

36427 So. Marshfield

Chicago, Ill. 60609

Improvement Loan No.  
GEORGE COLE & COMPANY

22663113

END OF RECORDED DOCUMENT