

# UNOFFICIAL COPY

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

22 766 560

This Indenture, WITNESSETH, That the Grantor is  
STANLEY WALCZAK and CHARLENE G. WALCZAK, his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Forty nine hundred eighty six and 24/100 Dollars  
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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 Thirty Three (33) and the South One (1) foot of Lot Thirty Two (32) in Block Four (4) in Irving Park Addition, said Addition being a Subdivision of Lots 2, 3, 4, 5, 6, 16, 17, 18, 19, 20 and part of 21 in Fitch and Macox's Subdivision of the North East quarter of Section 15, Township 40 North, Range 13, 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 Grantors, STANLEY WALCZAK and CHARLENE G. WALCZAK, his wife justly indebted upon their sole principal promissory note bearing even date herewith, payable HOLDEN BUILDERS AND SUPPLY COMPANY, for the sum of Forty Nine hundred eighty six and 24/100 (\$4986.24) payable in 59 successive monthly instalments each of \$83.11 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 1st day of May, 1974, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness with 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 exhibit receipts therefor; (3) within sixty days after destruction or damage to, or removal or failure of, or to restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or allowed; (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 assignee, and second, to the Trustee herein as their business may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the times or times when the same shall become due and payable; (7) 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 moneys so paid, the grantors agree to pay 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; (8) in the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, as 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.

IN WITNESS WHEREOF, the grantors, STANLEY WALCZAK and CHARLENE G. WALCZAK, his wife, have hereunto set their hands and seals, and the seal of said County, on this 14th day of June, 1974, at Chicago, Cook County, Illinois.

Witness the hand and seal of the grantor this 14th day of June, 1974, at Chicago, Cook County, Illinois.  
August G. Merkel (SEAL)  
Stanley Walczak (SEAL)  
Charlene Walczak (SEAL)

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State of Illinois  
County of Cook

ss.  
I, *LAURENCE STEIN*

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
STANLEY WALCZAK and CHARLENE G. WALCZAK, his wife

personally known to me to be the same person whose names are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that the 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 *June* 19*74*  
*Laurence Stein*  
A. D. 19*74*



My Commission Expires February 16, 1977

Property of Cook County Clerk's Office

1974 JUN 28 AM 10 4 *Libby R. Olson*

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

JUN 28-74 824467 • 22766560 • A — Rec 5.00

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Box No. 246  
SECOND MORTGAGE  
Cook Feed

STANLEY WALCZAK and  
CHARLENE G. WALCZAK, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

*Lois Mittle*

Northwest National Bank of Chicago  
3985 North Millwaukee Avenue  
Chicago, Illinois 60641

22766560

END OF RECORDED DOCUMENT