

UNOFFICIAL COPY

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

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

22 827-107

This Indenture, WITNESSETH, That the Grantor
Don YEVDICH

of the city of Chicago County of Cook and State of Ill.

for and in consideration of the sum of Four Thousand four hundred and ten no/100 Dollars

in hand paid, CONVEY AND WARRANT to EUROPA ACCEPTANCE CORPORATION

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:

50 South feet of Lot 36 all of Lot 37 in Block William

Boldenwock's Addition to Grant Park Sub Division of the

East of So East Quarter of Section 1440/13

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 Don YEVDICH

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

one hundred eighty four dollars on May 10th 1974 and twenty

three payments of one hundred eighty four dollars payable monthly

thereafter

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 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 of any building 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 or Mortgagee, and second, to the Trustee 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 lien 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 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.

In the event 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 option of the legal holder thereof, without notice, become immediately due and payable and with interest thereon from 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 decreed 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 procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantor, and the like expenses and disbursements, occasioned by suit on the 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 by the foreclosure proceedings, which proceedings, 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 grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives, and agrees, that all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and from the time 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, 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 premises.

In THE EVENT of the death, removal or absence from said County of the grantor, or of his refusal or failure to execute this Trust Deed, the County 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand, and seal, of the grantor, this 30th day of March A. D. 19 74

Don Yevdich (SEAL)

(SEAL)

(SEAL)

(SEAL)

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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
Don Yevdich

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 30th
day of March A. D. 19 74

Samuel H. Duhl
Notary Public



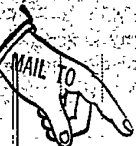
Ray R. Olson
RECORDER OF DEEDS
COOK COUNTY ILLINOIS
1974 AUG 26 AM 9 29
AUG-26-74 053818 • 22827107 • A — Rec 5.10

5.00 MAIL

22827107

By No.
SECOND MORTGAGE

Trust Deed



TO
DON YEVDICH
EUROPA ACCEPTANCE CORPORATION

7231 W. Dempster
Morton Grove, Ill. 60053

prepared by
EUROPA ACCEPTANCE CO.

GEORGE COLE COMPANY

END OF RECORDED DOCUMENT