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TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS) NO. 202 22 946 374 GEO E COLE & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Marion W. Pacocha and Louise J. Pacocha, his wife and Frank Mastalerz and Mabel Mastalerz, his wife of the City of Chicago, Cook County, Illinois and State of Illinois for and in consideration of the sum of Two thousand Ninety Six and 59/100 Dollars in hand paid, CONVEYS AND WARRANTS to Alexander A. Tuman of the City of Chicago, Cook County, Illinois 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, Cook County, Illinois and State of Illinois, to-wit: Lot 22 in the Subdivision of the West half of the South East quarter of the North East quarter of the South West quarter of Section 31, Township 39 North, Range 14, 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. WITNESSETH, The Grantor Marion W. Pacocha and Louise J. Pacocha, his wife and Frank Mastalerz and Mabel Mastalerz, their principal promissory note bearing even date herewith, payable to order of Century Savings and Loan Association, in the total sum of Two Thousand Ninety Six and 59/100 DOLLARS

THIS IS A JUNIOR MORTGAGE

The GRANTEE 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 on demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to rebuild or 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 suffered; (5) To keep all buildings now or at any time on or in premises insured in compliance to be selected by the GRANTEE, which is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage herein, with policies attached and payable life, to the first named insured, and to pay the same as such interests may accrue, which policies shall not be canceled or allowed to lapse and the indebtedness is fully paid; (6) To pay all prior indebtedness, and the interest thereon, at the time or times when the same shall become due and payable; (7) To pay all prior indebtedness, and the interest thereon, when due, the grantor 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 indebtedness and the interest thereon from time to time, and all money so paid, the GRANTEE agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be applied to such said 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 earned interest, shall, at the option of the holder thereof, 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 stated term; (9) It is ACKNOWLEDGED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, costs for documentary evidence, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises, including foreclosing officer, shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceedings 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 such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of sale, including solicitor's fees have been paid; (10) The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the proceeds of any foreclosure, and agrees to accept the same as full payment of said indebtedness, and to pay the balance due and owing to the holder of this Trust Deed, the amount in which such bid in this note at once and without notice to the said grantor, or to any party claiming under said grantor, to 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 Cook County of the grantor, or of his refusal or failure to act, then Joseph F. Moleki of said County is hereby appointed to be first successor in this trust deed. 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 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 hands and seal of the grantor S. this 13th day of December A. D. 1974

M.W.P. Marion W. Pacocha (SEAL)
L.J.P. Louise J. Pacocha (SEAL)
F. Frank Mastalerz (SEAL)
M.M. Mabel Mastalerz (SEAL)

This document prepared by E.H. Sadowski - 1945 W. 25th St

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*Alexander A. Tuman*

RECORDED BY CLERK OF  
COOK COUNTY ILLINOIS

DEC 23 PM 1 58

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5.00

State of Illinois  
County of Cook

} ss.



I, Alexander A. Tuman  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Marion W Pacocha and Louise J Pacocha, his wife and  
Frank Mastalerz and Mabel Mastalerz, his wife

personally known to me to be the same person whose name s are subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that they 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.

Witness under my hand and Notarial Seal, this 13<sup>th</sup>  
day of December A. D. 1974

Alexander A. Tuman  
Notary Public.

Property of Cook County Clerk's Office

5.00

22946374

Box No. 208

SECOND MORTGAGE

**Trust Deed**

TO

GEORGE E. COLE & COMPANY