

447 3500

22 340 849

DuPage County Form No. 100

BOOK AND PAGE

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor^S Walter Jaworskyj and Vera Jaworskyj his wife

of Elmwood Park in the County of Cook in the State of Illinois for and in consideration of the sum of \$Ten & no/100 dollars and other valuable consideration

in and paid, CONVEY and WARRANT TO Jacques E. Damasco

of Bensenville in the County of DuPage in the State of Illinois and to his Successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, lighting, 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 DuPage and State of Illinois, to-wit:

The South 85 Feet (except the South 39 feet thereof) of Lot 7 in Block 11 in Mills and Sons Green Fields subdivision in Section 36, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known as:

1911 73rd Avenue., Elmwood Park, Illinois., 60635

THIS MORTGAGE IS A JUNIOR MORTGAGE

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 the performance of the covenants and agreements herein.

WHEREAS, the Grantor^S Walter Jaworskyj and Vera Jaworskyj, his wife

justly indebted upon installment principle Promissory Note \$5,000.00

bearing even date herewith, payable to the order of Bearer

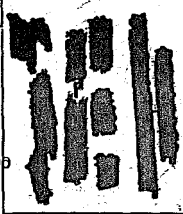
It is agreed by the grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitors fees, outlays for documentary evidence, stenographers charges, cost of procuring or completing abstract and or Title Guaranty Policy showing the whole title to said premises embracing foreclosure decree shall be paid by the grantors and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantors. To further secure the obligation, the Grantors agree to deposit with the TRUSTEE, OR NOTEHOLDER, on the SIXTH day of each month, the sum of \$226.14 commencing on May 6, 1973 until the indebtedness has been completely paid in full.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein provided and according to the tenor and effect of said note; or according to any agreement extending time of payment; (2) to pay all taxes and assessments against such premises when and as the same become due and payable 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 to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written as to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantee or 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; and all money so paid, the grantor 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 so much additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said note is paid, and in case of foreclosure said abstract shall become the property of the purchaser of said foreclosure sale.

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 said breach, at seven per cent, per annum, shall be recoverable by foreclosure hereof, 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^S that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor; and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such may be the 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 proceeding; which proceeding, 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 cost of suit, including solicitor's fees, have been paid. The grantor waives all right to the possession of and income from, said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may at once be appointed to take possession and charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to the person entitled to the Master's Deed under the certificate of sale.



FILING STAMP

TITLE NO.

22 340 849

UNOFFICIAL COPY

IN THE EVENT of the death, removal or absence from said DuPage County of the grantee, or of his refusal or failure to act, then Jacques A. Damasco, Jr. of said County, is hereby appointed to be first successor in this trust; and if for any like cause said first successor fall or refuse to act, the person who shall then be the acting Recorder of Deeds of said DuPage 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 party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantor this _____ day of _____ A. D. 19 73

Walter and Vera Jaworsky (SEAL) _____ (SEAL)
Walter and Vera Jaworsky (SEAL) _____ (SEAL)
Walter and Vera Jaworsky (SEAL) _____ (SEAL)
Walter and Vera Jaworsky _____
a Notary Public in and for and residing in
Walter and Vera Jaworsky
State aforesaid, DO HEREBY CERTIFY That _____

personally known to me to be the same person as whose name Walter and Vera Jaworsky subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he she signed, sealed and delivered the said instrument as free and voluntary act for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 21st day of May A. D. 19 73

Josephine
My Commission expires June 27,

Principal note identified by:

Jacques A. Damasco Jr.
Trustee

Shirley R. Olson

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

MAY 29 4 12 23

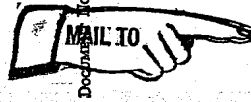
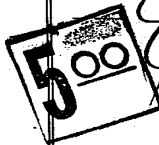
MAY-29 73 32838 • 22340849 • A — Rec 5.00

FORM NO. 100
FOR USE IN DUPAGE COUNTY CAN BE PROCURED
FROM LAWRENCE HATTENDORF, RECORDER, OR
FROM DUPAGE TITLE COMPANY, WHEATON, ILLINOIS.

TRUST DEED

TO

Trustee



22340849
90109
771
MAIL TO JACK DAMASCO
APT 1A 900 W. RIVER ST. RFD
REAR

END OF RECORDED DOCUMENT