

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

23 542 875

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Bruno Novoryta and Judith, his wife  
 (hereinafter called the Grantor), of the City of Park Forest County of Cook  
 and State of Illinois, for and in consideration of the sum of  
Four-thousand-five-hundred-forty-and-68/100's Dollars  
 has hereunto CONVEYED AND WARRANTED to John H. Thode, Trustee  
 of the Village of Homewood 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 fol-  
 lowing described real estate, with the improvements thereon, including all heating, air-conditioning, 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 Park Forest County of Cook and State of Illinois, to-wit:

Lot 1 in Block 19 in Village of Park Forest Area #9, being a Sub  
 of part of the W. E. 1/4 of Section 2, Township 34, North Range 13  
 East of the third Principal Meridian.

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.

WITNESSES, The Grantor Bruno Novoryta and Judith, his wife  
 justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois the  
 sum of 4540.68 (Four-thousand-five-hundred-forty-and-68/100's) Dollars  
 in 36 consecutive monthly installments as follows: 126.31 on the 20th  
 of July, 1976 and a like sum on the 20th of each and every month there-  
 after until this note is fully paid.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or  
 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 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 Mortgagees or Trustees until said indebtedness is fully paid; (6) to pay all prior incum-  
 brances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the interest thereon when due, the  
 grantee or the holder of said indebtedness, may procure such insurance, or 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 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.

IN THE EVENT of a breach of any of the aforesaid covenants and 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 said 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 AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-  
 closure hereof, including reasonable attorney's fees, and a few documentary evidence, stenographer's charges, cost of procuring and com-  
 pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the  
 expenses and disbursements occasioned by any suit proceeding wherein the grantee 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 dec-  
 ree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and  
 the costs of suit including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and  
 assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and  
 agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-  
 out notice to the Grantor, or in any suit claiming under the 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 from said Cook County of the grantee, or of his resignation,  
 refusal or failure to act, then Richard J. Freeman of said County is hereby appointed to be  
 first successor in this trust, and in the event of 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, hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are  
 performed, the grantor, his successor or trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand & seal of the Grantor & this 19th day of June 19 76

This document was prepared by: Ivonne Savage (SEAL)

Evergreen Plaza Bank (SEAL)  
Evergreen Park, Illinois

23 542 875

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RECORDS SECTION  
COOK COUNTY CLERK'S OFFICE

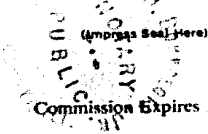
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Edward J. Bourgeois, Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bruno Novoryta and Judith, his wife

person(s) known to me to be the same person(s) 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.

Given under my hand and notarial seal this 19th day of June, 1976.



Edward J. Bourgeois, Jr.  
Notary Public



23542375

BOX No.  
SECOND MORTGAGE  
**Trust Deed**



GEORGE E. COLE  
LEGAL FORMS

RECORDED DOCUMENT