

# UNOFFICIAL COPY

23 597 605

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Vuk Zecevic and Zlata Zecevic, his wife  
 (hereinafter called the Grantor), of 5220 North Rockwell Street Chicago Illinois  
 (NUMBER AND STREET) (CITY) (STATE)  
 for and in consideration of the sum of FIVE THOUSAND AND NO/100 Dollars  
 in hand paid CASH AND WARRANT Lawrence Spade TRUSTEE  
 of 4800 North Western Avenue Chicago, Illinois  
 (NUMBER AND STREET) (CITY) 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 all 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 Chicago city of Chicago County of Cook and State of Illinois, to-wit:

Lot 1 in Block 14 in Rose Park in the East Half of the South West quarter of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois

a/k/a 4054 North Francisco Avenue Chicago, Illinois

Hereby releasing and waiving all rights under and by virtue of the, in instead 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 Vuk Zecevic and Zlata Zecevic, his wife justly indebted upon one principal promissory note, bearing even date herewith, payable

to Commercial National Bank of Chicago, in one payment of \$5,000 principal plus interest at 9% per annum. Principal and interest are due and payable January 18, 1977. This Trust Deed and Principal Note bear the Identification No. 30063.

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 due date 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 approved by the grantor herein, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all policies, premiums, 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 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 pay 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 the maximum rate provided by law and 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, be immediately due and payable, and with interest thereon from time of such breach at the maximum rate provided by law and 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 foreclosure hereof-including reasonable attorney'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 any suit or proceeding wherein the trustee 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 proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for his executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending 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 without notice to the Grantor, or to any party 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 or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Robert C. Gallagher 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S S S of the Grantor this 22nd day of July, 19 76.

Identification No. 30063

This is to certify that this is the Trust Deed described in note of even date.

By Lawrence Spade  
 TRUSTEE

Vuk Zecevic (INITIAL)  
Zlata Zecevic (SEAL)

BOX 490

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Judith A. Cardo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wk Zecevic and Zlata Zecevic, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day a person and acknowledged that they signed, sealed and delivered the said instrument as their 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 22nd day of July, 1976.

JUDITH A. CARDO  
NOTARIAL  
PUBLIC  
(Impress Seal Here)

MY COMMISSION EXPIRES MAY 8, 1980

Judith A. Cardo  
Notary Public

Commission Expires \_\_\_\_\_

10<sup>00</sup>

23597605

BOOK NO 490

SECOND MORTGAGE

Trust Deed

TO

END OF RECORDED DOCUMENT