

# UNOFFICIAL COPY

2000

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

GEO E COLE & CO CHICAGO  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantors Theodore C. Bodjanac and Colette M. Bodjanac, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Five Thousand One Hundred Ninety Eight and 04/100 Dollars

in hand paid, CONVEY AND WARRANT to Alexander A. Tuman

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:

Lot 38 and the North 1/2 of Lot 37 in Block 2 in Crepin's Subdivision of Part of Block 24 in Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

10-00

64 73 871 G 17 31 400 033

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 Grantors s... Theodore C. Bodjanac and Colette M. Bodjanac, his wife justly indebted upon their principal promissory note bearing even date herewith, payable to the order of Century Savings and Loan Association in the total sum of \$Five Thousand One Hundred Ninety Eight and 04/100 Dollars (\$5,198.04) to be paid in 60 monthly intallments of \$86.00 per month, commencing November 1, 1976.

THIS IS A LIMITED WARRANTY

The GRANTOR, covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending the said payments; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and to indemnify the mortgagee therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises; (4) if any loss has been sustained or damage done, to cause to be effected by the mortgagee, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage instrument on the premises attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein, in their interests may appear, which policies shall be held and reinsured with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) to pay all prior indebtedness 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 first mortgagee 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 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 grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent 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 holder thereof, without notice, become immediately due and payable and with interest thereon from time of such breach, at seven percent 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 complainant in connection with the foreclosure hereof, including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosing decree, shall be paid by the grantor, and the necessary and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder 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 proceedings, whether decree of sale has been entered or not, shall not be discontinued, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including auditor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, warrant all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose on the Trust fund, the court to which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, 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 Edmund H. Sadowski, attorney at law of said County is hereby appointed to be the 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 Register 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 23rd day of October A. D. 1976

This instrument prepared by: Edmund H. Sadowski, attorney at law 1945 West 35th St. Chicago, Ill. 60609

Box 208

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State of Illinois }  
County of Cook } ss.

I, Sylvia Bednarz  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
Theodore C. Bodjanac and Colette M. Bodjanac, his wife

personally known to me to be the same persons whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as they 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 8th  
day of October A. D. 1976

Sylvia Bednarz  
Notary Public



Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
Oct 14 1 53 PM '76

Sidney R. Olsen  
RECORDER OF DEEDS  
\*23673274

Box No. 208

SECOND MORTGAGE

## Trust Deed

Bodjanac, Theodore C. and  
Colette M. Bodjanac, his wife  
TO

3540 S. Winchester Avenue  
Chicago, Illinois 60609

Box 208

GEORGE E. COLE & COMPANY

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END OF RECORDED DOCUMENT