

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 23 359 959 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 County of Cook and State of Illinois

for and in consideration of the sum of Ten and no/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 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.

WHEREAS, The Grantor Marion W. Pacocha and Louise J. Pacocha, his wife and Frank Mastalerz and Mabel Mastalerz, his wife, principal promissory note bearing even date herewith, payable justly indebted upon

to the order of Century Savings and Loan Association in the total sum of \$2,113.01 to be paid in 60 monthly installments of \$35.21 each commencing February 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 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 exhaust proceeds thereof; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises...

IN THE EVENT of failure 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 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 or 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 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 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 solicitor'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 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 proceedings, 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 costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive 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 this Trust Deed, the court in 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 of 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 grantee, or of his refusal or failure to act, then Joseph F. Wohlaki 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 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 and seal of the grantor this 17th day of January A. D. 1976

Signatures of Marion W. Pacocha, Louise J. Pacocha, Mabel Mastalerz, and Frank Mastalerz with (SEAL) markings.

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

# UNOFFICIAL COPY

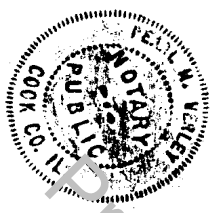
*Notary Seal*  
JAN 19 1976

RECORDED  
COOK COUNTY ILL.

JAN-19-76 127453 • 23359959 • A — Rec 10.00

State of Illinois }  
County of Cook } ss.

I, Pearl M. Werley  
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 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 17th  
day of January A. D. 19 76

*Pearl M. Werley*  
Notary Public.

10.00

Box No. 208  
SECOND MORTGAGE  
**Trust Deed**

Alexander A. Tuman  
TO  
Pacocha and Mastalerz

Improvement Loan No. 1397  
GEORGE COLE & COMPANY  
6266987

END OF RECORDED DOCUMENT