

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24 652 640

GEORGE E. SOLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Paul Vicik and Theresa Vicik, his wife

(hereinafter called the Grantor), of 4725 W. 12th Place, Cicero Illinois (City) (State)

for and in consideration of the sum of Five thousand forty and no/100 Dollar:  
in hand paid, CONVEYS AND WARRANTS to John J. Chiara, Trustee

of 5829 W. Irving Park Road, Chicago Illinois (City) (State)

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, 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 town of Cicero County of Cook and State of Illinois, to-wit:

Lot 12 in Block 2 in Loeffler's Subdivision of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 22 Township 39 North, Range 13 East of the Third Principal Meridian.

24 652 640

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 Paul Vicik and Theresa Vicik, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of All State Credit Corporation, promissory note # 2298 dated September 28, 1978, duly signed by Paul Vicik and Theresa Vicik, his wife, payable according to the terms and tenor of a certain promissory note even date hereon, Thirty-six (36) monthly installments at One Hundred forty dollars and no/100 (140.00) per month due November 1 1978 and on the 1st of every month thereafter till paid in full.

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 when due 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 or rebuilding or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 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 Mortgagee or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all or any so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 or 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 eight 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 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 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 decree 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 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.

The name of a record owner is: Paul Vicik and Theresa Vicik, his wife County of Cook of the grantee, or of his resignation, refusal or failure to act, then All State Credit Corp. 5829 W. Irving Pk 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 and seal of the Grantor S this 28th day of September, 19 78.

This document was prepared by  
Dolores Janis  
C/O All State Credit Corporation  
5829 W. Irving Park Road  
Chicago Illinois 60634

Theresa Vicik (SEAL)  
Paul Vicik (SEAL)

This instrument was prepared by \_\_\_\_\_ (NAME AND ADDRESS)

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1978 OCT 2 PM 1 03

RECORD OF DEEDS  
COOK COUNTY ILLINOIS

RECORDED *Robert LaPlume*

STATE OF Illinois

COUNTY OF Cook

ss.  
OCT-2 -78 145628

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10.00

I, Robert LaPlume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Vicik and Theresa Vicik 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 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 28th day of September, 1978.



*Robert LaPlume*  
Notary Public

10.00

24652640

BOOK No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Paul Vicik & Theresa Vicik  
his wife  
1975 W. 12th Place  
Crown, Illinois 60050  
TO  
John J. Gillaro, Trustee  
State Credit Corporation  
5838 W. Irving Park Road  
Chicago, Illinois 60631



MAIL TO:  
All State Credit Corporation  
5800 W. Irving Park Road  
Chicago Illinois 60631

MAIL ROOM  
GEORGE E. EDGEM  
CLERK'S OFFICE

RECORDED DOCUMENT