

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

24 188 576

This Indenture, WITNESSETH, That the Grantor Donald J. Scimica and Eva Scimica
Married to each other

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

for and in consideration of the sum of Ten thousand eight hundred seventy-nine and 68/100 Dollars
in hand paid, **CONVEY AND WARRANT** to Madison Bank and Trust Company

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 appa-
ratus 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 4 in Block 3 in Gray's Addition to Irving Park, said addition being a Subdivision
of the East 617.07 feet of the S.W. 1/4 of the N.E. 1/4 of Section 22, Township
40 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.

WHEREAS, The Grantor Donald J. Scimica and Eva Scimica
justly indebted upon their principal promissory note bearing even date herewith, payable
The sum of \$ 129.52 each month for 84 months in successive monthly payments
of \$129.52 beginning on December 24, 1977 and continuing till the total note
is paid in full.

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, or 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 exhibit receipts therefor; (3) within sixty days after destruction or damage to said premises, to restore all buildings or improvements on said premises
to the original condition, or to rebuild or reconstruct the same; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time
on the 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 to their interests
may appear, which policies shall be let and remain with the said Mortgagee or Trustee 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 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 pay 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 foregoing covenants or agreements the whole of said indebtedness, including principal and all accrued interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest at seven per cent. per annum, from time of such breach, as
well as all costs and expenses, which shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured by
express terms.

In the event of the death, removal or absence from said County of the grantee, or of his refusal or failure to act, then
the acting Recorder of Deeds 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.

IN WITNESS WHEREOF, the death, removal or absence from said County of the grantee, or of his refusal or failure to act, then

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 hands and seal of the grantor on this 25th day of October A. D. 19 77

This instrument prepared by; Donald J. Scimica (SEAL)
Eva Scimica (SEAL)
Debbie Sebonik (SEAL)
1559 N. Mannheim (SEAL)
Stone Park, Illinois (SEAL)

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1977 NOV 10 AM 9 47

State of Illinois

County of Cook

vs.

104-10-77 475996 • 24188576 • A — Rec

10.00

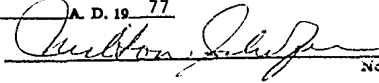
I, Milton Schafer

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that

Donald J. Scimica and Eva Scimica

personally known to me to be the same persons whose names 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 a 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 25th day of October, A. D. 1977



Notary Public

My Commission Expires Jan. 11, 1979



Property of Cook County Clerk's Office

24188576

Box No. 724

SECOND MORTGAGE

Trust Deed

TO

CHICAGO, ILLINOIS

END OF RECORDED DOCUMENT