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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor

JOHN R. VALACHOVIC AND KATHERINE M. VALACHOVIC, his wife

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

for and in consideration of the sum of FIVE THOUSAND SEVEN HUNDRED FORTY NINE AND 80/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee.

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:

Lots 36 and 37 in Block 6 in Greenwood Park, a Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 37 North Range 13, East of the Third Principal Meridian (except Chicago and Grand Trunk Railroad Right of Way) in Cook County, IL, commonly known as: 10829 S. Toy Street, Chicago, IL

Herby 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 JOHN R. VALACHOVIC AND KATHERINE M. VALACHOVIC, his wife justly indebted upon their one promissory note bearing even date herewith, payable 1st METROPOLITAN BUILDERS, INC., for the sum of FIVE THOUSAND SEVEN HUNDRED FORTY NINE AND 80/100 (\$5749.80) Dollars payable in 60 successive monthly instalments each of \$95.83 due on the note commencing on the 15th day of Oct. 19, 83 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR, covenants and agrees as follows: (1) To pay and keep indebted, and the interest thereon, as provided in said note provided, or according to the terms and conditions of payment; (2) to pay to the grantee all taxes and assessments, legal and otherwise, on all buildings and improvements that may have been destroyed or damaged; (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on such premises in companies acceptable to the holder of the first mortgage and having least favorable rates; (4) to pay to the grantee all taxes and assessments, legal and otherwise, on all buildings and improvements that may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable.

The grantor, or his heirs, executors, administrators, successors, assigns, or assigns 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 thereby.

In the event of a breach of any of the foregoing covenants and agreements, the whole amount of such indebtedness, interest and all accrued interest, 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, expressed or unexpressed.

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 the premises, embracing for the same, paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding, in which the grantee or any holder of any part of said indebtedness, as such may be entitled, shall also be paid by the grantor. All costs 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 a release hereof given, until all such expenses and disbursements, including attorney's fees, and all other expenses, costs and disbursements, shall be paid, and the grantor, or his heirs, executors, administrators, successors, assigns, or assigns of said grantor, waive all right to the possession of, and income from said premises pending such foreclosure proceedings, and further, shall not, 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 or 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 Thomas S. Larsen, 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 above covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the grantor this 1st day of September A.D. 19 83

John R. Valachovic (SEAL)

Katherine M. Valachovic (SEAL)

(SEAL)

(SEAL)

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State of Illinois _____
County of _____

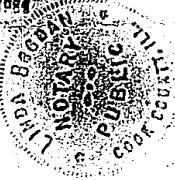
I, Linda Bogdan

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOHN R. VALACHOVIC AND KATHERINE M. VALACHOVIC, his wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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.

Under my hand and Notarial Seal, this 1st
day of September A. D. 1983

Linda Bogdan
Notary Public
My Commission Expires March 17, 1984



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Box No. _____
SECOND MORTGAGE

Trust Deed

JOHN R. VALACHOVIC AND
KATHERINE M. VALACHOVIC, his wife
TO
Joseph D. Ezold & Son

THIS INSTRUMENT WAS PREPARED BY:
L. J. LaPointe

NORTHWEST NATIONAL BANK
3955 N. Milwaukee Avenue
Chicago, IL 60641

567895

END OF RECORDED DOCUMENT