

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 202  
April, 1960

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

5087804

THIS INSTRUMENT WITNESSED BY Wallace J. Bozan and Rosalie E. Bozan, his wife

hereinafter called the Grantor, of 57 E. Parkview Dr., Northlake, Illinois

for and in consideration of the sum of Seven Thousand Three Hundred Twenty-four 80/100 Dollars

do hereby CONVEY AND WARRANT to The Northlake Bank of 70 W. North Ave., Northlake, Illinois

85087804

as Trustee, and to his successors in trust hereinafter named, 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 County of COOK

Above Space For Recorder's Use Only

Lot 13 in Block 1 in Midland Development Company's Northlake Village Unit NO. 3, Being a Subdivision of that part of South 1/2 of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian according to the Plat thereof recorded October 5, 1939 as Document 12378621 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 is justly indebted upon 11/11/84 principal promissory note ... bearing even date herewith payable

\$152.60 on the first day of August, A.D. 1985;  
\$152.60 on the first day of each and every month thereafter for forty-six months, and a final payment of \$152.60 on the first day of July, A.D. 1989.

Permanent Real Estate Index 2-32-326-013

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, of taxes and assessments against said premises, and on demand to a third party, the cost of (3) within sixty days after destruction or damage to real estate, to rebuild or repair all buildings 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 hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with less clause attached payable to the Trustee or Mortgagee, and second, to the Trustee herein or their interests may appear, which policies shall be left and remain with said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior mortgages, 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 mortgages 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 pay off any tax lien or title affecting said premises or pay off prior mortgages 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 13.90 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 13.90 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if this indebtedness had then matured by express terms.

IF IN ANY EVENT the Grantor dies, all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof -- including reasonable attorney's fees, outlays for documents, evidence, stenographer's charges, cost of procuring or completing abstracts, showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, incurred by any suit or proceeding wherein the plaintiff or any holder of any part of said indebtedness, as such, may be party, shall also be paid by the Grantor. All such expenses and disbursements, which proceed from the foreclosure decree of sale shall have been entered or not, shall not be dismissed, nor released or taken, 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 release from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this First 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 in charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Wallace J. Bozan and Rosalie E. Bozan, his wife.  
IN THE EVENT of the death or removal from said COOK County of the grantor, or of his resignation, refusal or failure to act, then The Chicago Title Insurance Company of said County is hereby appointed to be first successor in this trust, and if for any like cause, and 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 of 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.

This trust deed is subject to none.  
Witness the hand and seal of the Grantor this 10th day of June, 1985

Wallace J. Bozan (SEAL)  
WALLACE J. BOZAN  
Rosalie E. Bozan (SEAL)  
ROSALIE E. BOZAN

Please print or type a name in full below signature(s)



This instrument is recorded by Grace Plaster, 25 W. North Ave., Northlake, IL 60164  
(NAME AND ADDRESS)

85087804

SECOND MORTGAGE  
Trust Deed

WALLACE J. BOZAN

ROSALIE E. BOZAN

THE NORTHAKE BANK (5482)  
26 W. NORTH AVE.

NORTHAKE, IL 60164



GEORGE E. COLE  
LEGAL FORMS

1087910-58-

304-20-85 32947 • 85067804 • A — Rec

110

Property of Cook County Clerk's Office



Commission Expires Sept. 11, 1985

(Notary Seal Here)

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1985

waver of the right of homestead.

instrument to be free and voluntary act for the uses and purposes therein set forth including the release and

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

personally known to me to be the same person whose names are subscribed to the foregoing instrument.

State of Illinois, DO HEREBY CERTIFY that Wallace J. Bozan and Rosalie E. Bozan, his wife,

Donald L. Thoden, Notary Public in and for said County, in the

STATE OF ILLINOIS

COOK COUNTY