

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

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This Indenture, WITNESSETH, That the Grantor

ROSA MOYZIS

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

for and in consideration of the sum of Sixty-four hundred sixty and 20/100 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 every thing 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 7 in the subdivision of Block 3 (except that part conveyed to Burlington and Quincy Railroad Company) in S. J. Glover's Addition to Chicago, being a subdivision of that part of the West 1/2 of the Northwest 1/4 lying South of Chicago, Burlington and Quincy Railroad, in Section 26, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 3910 West 24th Street, Chicago, Illinois.

Permanent Tax No. 16-26-101-020

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 ROSA MOYZIS

her

justly indebted upon one principal promissory note, bearing even date herewith, payable

HARRIS & ROBINS BUILDERS and assigned to Northwest National Bank for the sum of Sixty-four hundred sixty and 20/100 dollars (\$6,460.20)

payable in 60 successive monthly instalments each of 107.67 due

on the note commencing on the 1st day of September, 1985, 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 said indebtedness, and the interest thereon, as herein and in said note 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 rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance with the policy of the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached to the policy, 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 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 so insure, or pay taxes or assessments, or the other incumbrances or the interest thereon when due, the grantor 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 any other incumbrance 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 herein.

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 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 of said indebtedness, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises embraced by the decree shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 a rate as 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 disturbed or annulled hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, her said grantor, and for the heirs, devisees, 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 or against her, appoint a receiver to take possession and 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 grantor, or of his refusal or failure to act, the

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 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 charge.

Witness the hand and seal of the grantor, this 16th day of July, 1985 A. D. 19 85

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(SEAL)

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State of Illinois }  
County of Cook } 55.

I, Michael O. Rubin  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that ROSA MOYZIS

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 16th  
day of July A. D. 1985  
Michael O. Rubin  
Notary Public.

DEPT-01 RECORDING 111 85  
T-1111 TR-1528 07/30/85 10:40:00  
#1629 # A \*-85-124573

Property of Cook County Clerk's Office

Box No. 246  
SECOND MORTGAGE  
**Trust Deed**

ROSA MOYZIS  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
Robert E. Nowicki

Northwest National Bank  
3985 Milwaukee Ave.  
Chicago, Illinois 60641



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