

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor NEDILJKO SIPPICH and IVA SIPPICH, his wife

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

for and in consideration of the sum of Thirty-four hundred twenty-nine and 12/100 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 102 in Oliver Salinger Company's Fifty First Street Subdivision, a Resubdivision of Blocks 1, 2 and 6 of Nathan's Addition to Elston, a Subdivision of the East 3/4 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 5146 South Avers, Chicago, Illinois.

Permanent Tax No. 19-11-302-037-0000

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: NEDILJKO SIPPICH and IVA SIPPICH, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable ZENITH HOME IMPROVERS CO., INC. and assigned to Northwest National Bank for the sum of Thirty-four hundred twenty-nine and 12/100 dollars (\$3,429.12)

payable in 24 successive monthly instalments each of 142.88 due on the note commencing on the 5th day of Dec. 19 85, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and 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 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 to the extent and in the manner to be selected by the grantor hereinafter; (6) that the grantor shall be bound to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) In the event of failure to so 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 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 hereby; (8) In the event of a breach of any of the aforesaid 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 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 of said indebtedness had then matured by express terms; (9) As security for the aforesaid covenants that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitors 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; (10) 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid; The grantor for said grantor and for the heirs, executors, 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 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 of said Cook County of the grantee, or of his refusal or failure to act, then

Thomas S. Larsen of said County is hereby appointed to be the 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 this 21st day of October A. D. 19 85

X Nediljko Sippich (SEAL)
X Iva Sippich (SEAL)
(SEAL)
(SEAL)

85253400

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State of Illinois  
County of Cook } 55.

I, Edward J. Louie  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Nediljko Sipich and Iva Sipich

personally known to me to be the same person(s) whose name as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~the~~ 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 21st  
day of October A. D. 19 85

Edward J. Louie  
Notary Public

My Commission Expires May 30, 1988

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#1111 TRAN 5571 10/25/85 10:10:00  
#8918 # A \* -85-253400

85253400

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Box No. 246

SECOND MORTGAGE

**Trust deed**

NEDILJKO SIPICH and  
IVA SIPICH, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki  
Northwest National Bank  
3985 Milwaukee Ave.  
Chicago, Illinois 60641