

UNOFFICIAL COPY

26150
#5

TRUST DEED 21 434 308
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Harvey E. Kruse and Alta M. Kruse, his wife
as joint tenants**
(hereinafter called the Grantor), of the Cook City of Oak Lawn County of Cook
and State of Illinois, for and in consideration of the sum of
Four thousand eight hundred thirty and 84/100 Dollars
in hand paid, CONVEY AND WARRANT to Brian R. McGregor, Trustee
of the Hillside Village of Hillside 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, 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 Cook City of Oak Lawn County of Cook and State of Illinois, to-wit:

Lot 37 and the South 8.33 feet of Lot 38 in Block 9 in Frederick H. Bartlett's Created 79th Street Subdivision, being a Subdivision of the South West quarter of the South East quarter and of the South East quarter of the South East quarter of Section 29, and the South West quarter of the South West quarter of Section 28, all in Township 38 North, Range 13, East of the Third Principal Meridian, 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 Grantors Harvey E. Kruse and Alta M. Kruse, his wife jointly indebted upon their one principal promissory note, bearing even date herewith, payable

To the Bank of Hillside for the sum of Four Thousand Eight Hundred Thirty and 84/100 (\$4,830.84) payable in thirty six (36) successive monthly installments each of \$134.19 on May 5, 1971 and continuing on the same day of each successive month thereafter until Debtor's note is paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay and 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 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 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 their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 so 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 file 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.

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 of 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 said grantor in connection with the foreclosure hereof—including reasonable attorney's 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. 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 release hereof given, 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 income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Raymond J. Fencel of said County is hereby appointed to be the acting Recorder of Deeds of said County, 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 charges.

Witness the hand, and seal of the Grantors, this 25th day of March, 1971

Harvey E. Kruse (SEAL)
Alta M. Kruse (SEAL)

Property of COOK COUNTY MORTGAGE OFFICE
21 434 308

UNOFFICIAL COPY

1971 MAR 29 PM 5 07

MAR-29-71 211614 • 21431388 - A - Rec

5.10

STATE OF Illinois
COUNTY OF Cook

ss.

I, Jerree Mentz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harvey E. Kruse and Alta M. Kruse, his wife

personally known to me to be the same persons whose names were subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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

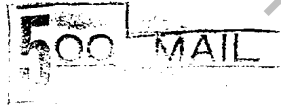


of homestead. and notarial seal this 25th day of March 19 71

Commission Expires October 1973

Jerree Mentz
Notary Public

21431388



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

*Advt Co
Bank of Welland
Weybridge Shopping Centre
Waltham, W.Va.*

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT