

21 799 490

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S. NORMAN S. FALKANGER and LIANE S. FALKANGER, his wife, and LOUIS WERDERICH and JOAN WERDERICH, his wife,

of the Village of Palatine County of Cook and State of Illinois

for and in consideration of the sum of FOUR THOUSAND & NO/100 (\$4,000.00) Dollars in hand paid, CONVEY AND WARRANT to THEODORE SIEVERS, Trustee,

of the Village of Palatine 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 Village of Palatine County of Cook and State of Illinois, to-wit:

THE North 82 1/2 feet of the East 159 Feet of the North 165 Feet of that part lying South of the South line of Colfax Street of the East 20 rods (330 feet) of the West 40 rods (660 feet) of the North East 1/4 of the South East 1/4 of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, (except part taken for Rockway Street) 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 S. Norman S. Falkanger and Liane S. Falkanger, his wife, and Louis Werderich and Joan Werderich, his wife, justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of Bearer in the principal sum of Four Thousand (\$4,000.00) Dollars and interest from February 7, 1972 on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum, such principal sum and interest to be payable in installments as follows: \$243.33 on the 7th day of May, 1972, and \$243.33 on the 7th day of each and every third month thereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 7th day of February, 1977. All such payments on account of the indebtedness evidenced by the said Note shall be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal.

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The Grantor S. covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as therein 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 in companies to be selected by the grantee herein, who is hereby authorized to place such insurance on 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 Mortgagee or Trustee until the indebtedness is fully paid; (6) except 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 title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor S. agree 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 S. 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 said premises embracing foreclosure decree—shall be paid by the grantor S.; 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 S. 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 solicitor's fees have been paid. The grantor S. for said grantor S. and for the heirs, executors, administrators and assigns of said grantor S. waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree, 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 S., or to any party claiming under said grantor S., 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 Cook County of the grantee, or of his refusal or failure to act, then Theodore Sievers 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S. and seal S. of the grantor S. this 7th day of February A. D. 19 72.

Norman S. Falkanger (SEAL)
Liane S. Falkanger (SEAL)
Louis Werderich (SEAL)
Joan Werderich (SEAL)

UNOFFICIAL COPY

FEB 7 PM 1 49

Robert A. Allen

RECORDED BY INSTRUMENT NO. 21799490

State of ILLINOIS }
County of COOK } ss.

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I, Robert Werderich

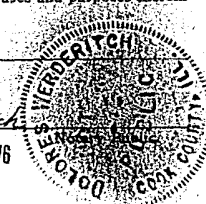
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Norman S. Falkanger and Liane S. Falkanger, his wife, and Louis Werderich and Joan Werderich, his wife,

personally known to me to be the same persons whose names are 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 waiver of the right of homestead.

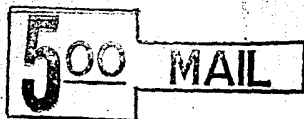
Given under my hand and Notarial Seal, this 4th day of Feb, A. D. 1972.

Robert Werderich

My Commission Expires Jan. 14, 1976



Property of Cook County Clerk's Office



21799490

Box No.

SECOND MORTGAGE

Trust Deed

TO



Return to:
Albert C. Peters
202 E. Wynn Street
Arlington Heights, Ill. 60014

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT