

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 JANUARY, 1968

22 474 657

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That - Dennis M. Weithman and Judith A. Weithman, his wife, (hereinafter called the Grantor), of the City of Chicago, County of Cook, State of Illinois, for and in consideration of the sum of Eleven Thousand (\$11,000.00) and no/100 Dollars in hand paid, CONVEY AND WARRANT to Joseph A. Radecky, Trustee of the Township of Downers Grove, County of DuPage, 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 describe real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Oak Park, County of Cook, State of Illinois, to-wit:

Lot 138 in C. J. Mehling's Maycliff Silver Lake Estates, Unit No. 4, a Subdivision of part of the West 70 acres of the North 120 acres of the North West 1/4 of Section 11, Township 36 North, Range 12, 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 Grantor S. Dennis M. Weithman and Judith A. Weithman, his wife, are justly indebted upon their one (1) certain principal promissory note bearing even date herewith, payable to the order of Bearer, in the principal sum of Eleven Thousand (\$11,000.00) and no/100 - Dollars with interest from June 18th, 1973, payable on the balance of principal remaining from time to time unpaid at the rate of six and one-quarter (6 1/4%) per cent, per annum, such principal sum and interest to be payable in installments as follows: \$85.00 or more, on the 1st day of August A. D. 1973, and \$85.00 or more, on the 1st day of each and every 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 1st day of June, 1988; all such payment on account of the indebtedness evidenced by said Note to be first applied to accrued and unpaid interest of the unpaid principal balance and the remainder to principal; and all such payments being made payable at Radecky & Company, 806 Plainfield Road, Downers Grove, Ill., or at such other place as the legal holder/s of the Note may, from time to time, in writing appoint.

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 principal on the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within six 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; 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 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.

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.

ACCELERATION CLAUSE: In the event of a foreclosure hereof including reasonable attorney's fees and costs 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 DuPage County of the grantee, or of his resignation, refusal or failure to act, Theresa S. Radecky 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, she power shall then be given to the Board of Supervisors of said County, who are 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 S. this 28th day of June, 1973

The lien of this Second Mortgage Trust Deed is subject and subordinate to a lien of a first mortgage in the amount of \$10,000.00 as evidenced by a Trust Deed of record, dated June 28, 1973, recorded as Document No. 22 351 983.

Dennis M. Weithman (SEAL) Dennis M. Weithman Judith A. Weithman (SEAL) Judith A. Weithman

\*Or transfer of title to subject real estate, then if that event the entire unpaid principal and interest to-date shall be due and payable in full.

22 474 657

STATE OF Illinois  
COUNTY OF Cook ) ss.

I, Shelley N. Da Costa, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis M. Weithman and Judith A. Weithman, his wife, are 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.

Witness my hand and notary seal this 28th day of June, 19 73



Shelley N. Da Costa  
Shelley N. Da Costa, Notary Public

Shelley R. Olsen

SEP 12 AM 9 05

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

SEP-12-73 6 8 5 2 3 6 • 2247657 • A — Rec

5.00

5.00

2247657

BOX No. 821

SECOND MORTGAGE  
Trust Deed

DENNIS M. WEITHMAN and JUDITH

A. WEITHMAN, his wife

TO  
JOSEPH A. RADECKY, Trustee

GEORGE E. COLE  
LEGAL FORMS

RECORDED DOCUMENT