

UNOFFICIAL COPY

FORM NO. 1078 JULY 1973 22 864 780 3543

THIS INSTRUMENT WITNESSED BY: FRED G. RUGE, JR. AND MONA J. RUGE, his wife.

Notary Public in and for the State of Illinois, 418 Courtyard Court Schaumburg, Illinois

Four thousand Seven Hundred Seventy-One and 80/100ths of a dollar
A. L. Di Benedetto
100 W. Palatine Rd. Palatine, Illinois

Let 14074 in Section 1 of Weathersfield Unit 14 being a subdivision in the North Half of Section 29, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded in the Office of the Recorder of Deeds in Cook County, Illinois, on August 13, 1968 as Document #20363111

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In 60 successive monthly installments commencing on the 5th day of November, 1974 and on the same date of each month thereafter, all except the last installment to be in the amount of \$79.53 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of five years, any extensions or renewals of said loan and any additional advanced up to a total amount of Four Thousand Seven Hundred Seventy-One and 80/100ths of a dollar.

notes provided, or according to any agreement extending time of payment; (2) to pay interest on the day of June in each year, and taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within 30 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 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 insure, or pay taxes or assessments, or to order incumbrances or to insure or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and of 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, charges for documentary evidence, stenographer's charges, cost of procuring a commissioning abstract showing the whole title of said premises embracing foreclosure deeds—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 all of the premises hereof and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether or not such 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.

The name of a record owner is: Fred G. Ruge, Jr. and Mona J. Ruge

IN THE EVENT of the death or removal from said Cook County of said County of the grantee, or of his resignation, refusal or failure to act, then Mayrino Frohna 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 and seal of the Grantor this 27th day of September, 1974

Fred G. Ruge, Jr. (S) and Mona J. Ruge (S)

THIS DOCUMENT PREPARED BY: PALATINE SAVINGS & LOAN ASSN. 100 West Palatine Road Palatine, Illinois 60067

Stamp: OFFICE OF THE RECORDER OF DEEDS

22 864 780

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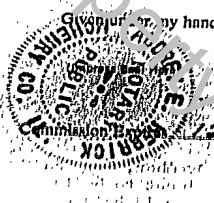
OFFICE OF THE CLERK OF COOK COUNTY
RECORDS SECTION
100 N. LAUREL ST. CHICAGO, ILL. 60602

STATE OF Illinois
COUNTY OF McHenry

I, Audrey E. Herrick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fred S. Ruge and Mona J. Ruge, 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 27th day of September, 19 74.



Audrey E. Herrick
Notary Public

500 E

BOOK No. _____
SECOND MORTGAGE
Trust Deed

TO

22864780
GEORGE E. COLE
LEGAL FINDER

END OF RECORDED DOCUMENT