

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

23 503 601

THIS INDENTURE, WITNESSETH, That Robert W. Diederich and V. Ann Diederich, his wife
 (hereinafter called the Grantor), of the Village of Berkeley County of Cook
 and State of Illinois for and in consideration of the sum of Nine thousand six hundred and no/100*****(\$9,600.00) Dollars
 in hand paid, CONVEY AND WARRANT to Bank of Commerce in Berkeley
 of the Village of Berkeley County of Cook and State of Illinois
 and to his successors in and 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 Village of Berkeley County of Cook and State of Illinois, to-wit:

The North 50 ft of Lot 1 in Block 2 in Robertson and Young's Stratford, a subdivision of part of the South East $\frac{1}{4}$ and part of the South West $\frac{1}{4}$ of Section 7, Township 39 North, Range 12, excepting therefrom rights of the public and the Village of Berkeley in and to that part of Lot 1 lying East of a line extended from a point in the South line of said Lot 1 10 ft West of the East line of said Lot 1; thence North and parallel with the East line of Lot 1 a distance of 125 ft; thence North Westerly to a point on the North line of Lot 1, 30 feet West of the East line of Lot, condemned for widening and improving Taft Ave on the petition of the Village of Berkeley filed November 15, 1927, in the county court of Cook County, Illinois as case #38930.

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 Robert W. Diederich and V. Ann Diederich, his wife justly indebted upon Installment principal promissory note bearing even date herewith, payable

120 monthly payments of \$80.00

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 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 on 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 hereunder, their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (8) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (9) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (10) 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 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 payable 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, 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 herein 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, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title Insurance Co. 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, S this 29th day of May, 1976

Robert W. Diederich (SEAL)
V. Ann Diederich (SEAL)

"THIS INSTRUMENT WAS PREPARED BY"
[Signature]

BANK OF COMMERCE IN BERKLEY
 5500 ST. CHARLES ROAD
 BERKELEY, ILL. 60163

23 503 601

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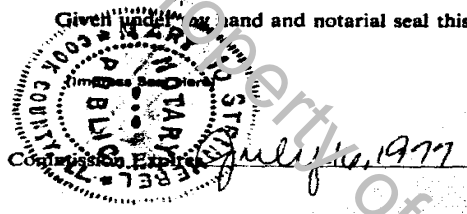
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STATE OF Illinois
COUNTY OF Cook } ss.

I, Mary Jo Steinhebel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert W. Diederich and V. Ann Diederich, 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 29th day of May, 1976



Mary Jo Steinhebel
Notary Public




23503601

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO 

END OF RECORDED DOCUMENT