

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM NO. 2202  
JANUARY, 1968

23 212 861

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That

Theremafter called the Grantor, of the Village of Berkley, County of Cook  
and State of Illinois, for and in consideration of the sum of  
Fifteen Thousand Dollars ----- Dollars  
in hand paid CONVEY AND WARRANTED to the Bank of Commerce in Berkley  
of the Village of Berkley, 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 Village  
of Berkley, County of Cook and State of Illinois, to wit:

Lot 26 (except the East half thereof) in Block 2 in Robertson and Young's Stratford  
a Subdivision of part of the South East quarter and part of the South West quarter  
of Section 7, Township 39 North, Range 12 East of the Third Principal Meridian,  
in Cook County, Illinois.

Herby 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.

Witness, The Grantor Franklin Dixon and Marguerite Dixon, his wife  
justly indebted upon  
90 days from date, our loan #5714 principal promissory note - bearing even date herewith, payable

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 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 said premises, to repair same or make arrangements for same; (4) to keep all parts of said premises in good condition at all times except any time one of premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in company with the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee and George E. Cole, to the trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior indentures, and the interest thereon, at the time or times when the same shall become due and payable.

(8) In case of sale or so damage, or pay taxes or assessments or the prior indentures or the interest thereon when due, the grantor or the holder of said indebtedness may procure such insurance, bear any such taxes or assessments, or discharge or purchase any tax or title affecting said premises or pay all premiums thereon, and the same with interest thereon from the date of payment; 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.

IS THE EVENT OF A BREACH OF ANY OF THE FOREGOING COVENANTS OR AGREEMENTS THE WHOLE OF SAID INDEBTEDNESS, INCLUDING PRINCIPAL AND ALL EXPENSES, ATTORNEY'S FEES, AND OTHER EXPENSES, WHETHER DUE OR UNDUE, 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 SAID INDEBTEDNESS HAD THEN ACCRUED IN ONE TERM.

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 costs and disbursements occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as well, may be a party, shall also be paid by the Grantor, and disbursements shall be an additional burden on said premises, shall be taxed as costs and included in any suit that may be rendered in any such proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed nor released hereof, even, until all costs, expenses, attorney's fees, 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.

IS THE EVENT OF THE DEATH OR REMOVAL FROM SAID Cook COUNTY OF THE GRANTEE, OR OF HIS TESTIMONY, REFUSAL OR FAILURE TO ACT, Fred Fosco, of said County is hereby appointed to be his 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 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 Grantor this 4th day of September 1968.

Franklin Dixon  
Marguerite Dixon

SEAL

SEAL

THIS INSTRUMENT WAS PREPARED BY  
Mary J. Dixie  
44 CEDAR ST.  
BETHLEHEM, PA. 18019

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STATE OF Illinois }  
COUNTY OF Cook } ss.

Mary Jo Steinhebel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Franklin Dixon and Marguerite Dixon, his wife personally known to me to be the same person whose name 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.

Under my hand and notarial seal this 4th day of September, 1975.

Notary Public  
Commission Expire July 16, 1977

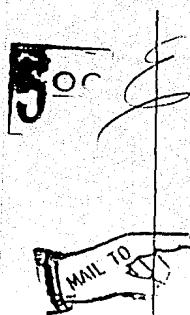
*Mary Jo Steinhebel*  
Notary Public

SECOND MORTGAGE  
Trust Deed

BANK OF COMMERCE  
5500 S. C. CHARLES RD.  
BENNETT, ILL. 60663  
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BANK OF COMMERCE  
5500 S. C. CHARLES RD.  
BENNETT, ILL. 60663

GEORGE E. VOLLE,  
LEGAL FORMS  
23212561  
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