

UNOFFICIAL COPY

CHARGE TO CERT
TRUST DEED
SECOND MORTGAGE FORM (Illinois)

23 395 678

THIS INDENTURE, WITNESSETH, That William R. Freivald & Marjorie Ann Freivald, his wife

(hereinafter called the Grantor), of 246 Brantwood Avenue West, Elk Grove Village, Illinois

for and in consideration of the sum of Ten Thousand and 00/100 Dollars

in hand paid, CONVEYS AND WARRANTS to Chicago Title and Trust Company
of Ill W. Washington Chicago 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
Elk Grove County of Cook and State of Illinois, to-wit:

Lot 100 in Elk Grove Village Section 16, being a subdivision in the South
half of Section 29, Township 41 North, Range 11, East of the Third Principal
Meridian in Cook County, Illinois.

10⁰⁰

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.

WITNESSES, The Grantor William R. Freivald and Marjorie Ann Freivald, his
justly indebted upon ONE principal promissory note bearing even date herewith, payable

to the order of Bank of Elk Grove the principal sum of Ten Thousand and 00/100
Dollars in installments as follows: Ten Thousand and 00/100 Dollars on the 12th
day of August, 1976, with interest on the principal balance from time to time
unpaid at the rate of P + 2 per cent per annum payable at maturity.

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 any 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, secondly 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 the prior incumbrance 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, upon notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, to 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, outlays for documentary evidence, stenographer's charges, cost of printing 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 of 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 person 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 of the premises removed from said Cook County of the grantee, or of his resignation.

IN THE EVENT of the removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the William R. Freivald of said County is hereby appointed to be the 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 on this 14th day of February, 1976.

William R. Freivald
Prepared by:
Bank of Elk Grove
Commercial Loan Dept.
100 E. Higgins Road
Elk Grove Village, Illinois 60007
Form R. 2. 7th Ed.

William R. Freivald (SEAL)
Marjorie Ann Freivald (SEAL)
Berry

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Karen Hernandez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William R. Freivald & Marjorie A. Freivald, his wife

personally known to me to be the same person s whose name s 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.

Karen Hernandez in my hand and notarial seal this 14th day of February, 1976.



Karen Hernandez
Notary Public

COOK COUNTY
FILED

FEB 23 12 38 PM '76

*23395878

BOX No. 533
SECOND MORTGAGE
Trust Deed
TO

END OF RECORDED DOCUMENT