

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1972

24528-192

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Foster J. Pottle & Joan M. Pottle, his wife

hereinafter called the Grantors, of 5627 Murray Drive Berkeley Illinois

for and in consideration of the sum of Six Thousand and no/100 - - - - - Dollars

in hand paid, CONVEY AND WARRANT to Bank of Commerce in Berkeley Illinois

of 5500 St. Charles Road Berkeley 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 Berkeley County of COOK and State of Illinois, to-wit:

Lot 15 in John King's Resubdivision of Parts of Lots 6, 7, 8 and parts of Lots 17 to 26 both inclusive, in Block 3 in Wolf Road Highlands Robertson and Young's Subdivision, in Section 7, Township 39 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 Foster J. Pottle & Joan M. Pottle, his wife justly indebted upon Installment principal promissory note bearing even date herewith, payable

120 Monthly Payments of \$78.00 or more dollars  
Balance of note due 7/15/88

THE GRANTOR covenants and agrees as follows: 1. To pay said indebtedness, and the interest thereon, in and in said note or notes provided, or according to any agreement extending time of payment; 2. To pay when due in each year, 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, that waste on said premises shall not be committed or suffered; 4. To keep all buildings new or at any time on said premises in complete repair to be selected by the grantee herein, who is hereby authorized to place such insurance in companies selected by the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and to cause 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, to pay all prior encumbrances, 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 principal indebtedness or the interest thereon when due, the grantee or the holder of said indebtedness, may provide such insurance, pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances, and the interest thereon, from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and to pay the interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereon.

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, with all interest, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, until the same shall be paid, or until the same shall be satisfied by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured and become due.

IT IS AGREED by the Grantor that all expenses, including attorneys' fees, incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of the premises embracing foreclosure decrees—shall be paid by the Grantor, and the like expenses and disbursements, occasioned by 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 the proceeds that may be realized in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be deemed, 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 rights in the premises, and agrees from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or 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 receiver is Foster J. Pottle & Joan M. Pottle, his wife  
IN THE EVENT of the death or 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 successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 5th July 1978 to 78

Foster J. Pottle (SEAL)  
Joan M. Pottle (SEAL)

This instrument was prepared by Leroy T. Hoppe - Bank of Commerce in Berkeley  
NAME AND ADDRESS

# UNOFFICIAL COPY

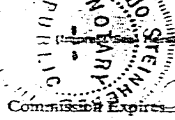
DECEMBER 31 1979

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 Foster J. Pottle & Joan M. Pottle, his wife

personally known to me to be the same persons whose names they 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 the husband.

Witness my hand and notarial seal this 6th day of July, 19 79.



Mary Jo Steinhebel  
Notary Public

10<sup>00</sup> E

BOX NO.  
SECOND MORTGAGE  
**Trust Deed**

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GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT