

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 612 343

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MERRILL A. WUERCH AND AUDREY I. WUERCH, his wife
(hereinafter called the Grantor), of 3203 Fremont, Rolling Meadows, Illinois 60008
(No. and Street) (City) (State)

for and in consideration of the sum of Fifty Thousand and no/100 ----- (\$50,000.00) ----- Dollars
in hand paid, CONVEYS AND WARRANTS to FIRST NATIONAL BANK OF DES PLAINES
of 701 Lee Street Des Plaines Illinois
(No. and Street) (City) (State)
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 City
of Rolling Meadows County of Cook and State of Illinois, to-wit:

Lot 1032 in Rolling Meadows Unit No. 6, being a Subdivision of the South half of Section 25 and in the East half of the East half of the South East quarter of Section 26, all in Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 4, 1955 as document 16114754, 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 Grantors Merrill A. Wuerch and Audrey I. Wuerch, his wife
justly indebted upon one collateral ~~promissory~~ promissory note bearing even date herewith, payable to the order of First National Bank of Des Plaines, at its office in Des Plaines, Illinois in lawful money of the United States, 181 days after date, the sum of \$ 50,000.00, with interest thereon at the rate of 9-3/4% per cent per annum from September 1, 1978 until paid, computed on the basis of a 360 day year for the actual number of days elapsed.

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 when due 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 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 Trustees 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 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 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 eight 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 or 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 eight 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 on 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 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 to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of an application 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 record owner is: MERRILL WUERCH AND AUDREY I. WUERCH, HIS WIFE, AS JOINT TENANTS
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 First National Bank of Des Plaines 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 Grantors this First day of September, 1978

Merrill A. Wuerch (SEAL)
Merrill A. Wuerch
Audrey I. Wuerch (SEAL)
Audrey I. Wuerch, his wife

This instrument was prepared by Jordan A. Minerva, Asst. Vice Pres., First National Bank of Des Plaines
(NAME AND ADDRESS) 701 Lee Street, Des Plaines fpc

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RECORDED SEP 11 11 23 AM 1978
COOK COUNTY ILLINOIS

STATE OF Illinois } SEP-5-78 } 24612343 A - REC 10.00
COUNTY OF Cook

I, Eleanor F. Gudeman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Merrill Wuerch and Audrey I. Wuerch

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 first day of September, 1978.



Eleanor F. Gudeman
Notary Public

My Commission Expires Feb. 23, 1981



BOX No. _____
SECOND MORTGAGE
Trust Deed

Merrill Wuerch
and
Audrey I. Wuerch
TO

First National Bank of Des Plaines
701 Lee Street
Des Plaines, Illinois 60016

24612343

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT