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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Theodore T. Brake and Joyce A. Brake, his wife

(hereinafter called the Grantor), of 5221 North Lockwood, Chicago, Illinois

(No. and Street) (City) (State)
for and in consideration of the sum of One Hundred Thousand and no/100's (\$100,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Bank of Commerce and Industry

of 6100 N. Northwest Highway, Chicago, 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 Chicago, County of Cook, and State of Illinois, to-wit:

Lot 3 in Adam Hardt's Resubdivision of Lots 229 and 230 in Winney's Jefferson Park and Forest Glen Subdivision of part of Section 9, Township 40 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois

This Trust Deed together with two other Trust Deeds were executed and delivered to secure payment of the above described note.

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 Theodore T. Brake and Joyce A. Brake, his wife

justly indebted upon a \$100,000.00 principal promissory note bearing even date herewith, payable

One Thousand Four Hundred Thirty-Four and 72/100 Dollars on the 13th day of November, 1978, and One Thousand Four Hundred Thirty-Four and 72/100 Dollars on the 13th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 13th day of October, 1988. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of 20% per annum until paid.

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 Mortgagees or Trustees until said 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 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 the rate of twenty 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 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 twenty per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, and 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, costs 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 claims 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.

The name of a record owner is: Theodore T. Brake and Joyce A. Brake, 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 Bank of Commerce & Industry 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 this 13th day of October, 1978

Identification No. 781310

BANK OF COMMERCE & INDUSTRY

BY: Harold J. Green

This instrument was prepared by Harold J. Green, 77 W. Washington, Chgo., Illinois

(NAME AND ADDRESS)

x Theodore T. Brake (SEAL)

Theodore T. Brake

x Joyce A. Brake (SEAL)

Joyce A. Brake

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STATE OF Illinois

COUNTY OF Cook

OCT-17-78

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10.15

I, Frances M. DiGiacomo, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that Theodore T. Brake and Joyce A. Brake, 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 any right of homestead.

Witness my hand and notarial seal this 13th day of October, 1978.



Frances M. DiGiacomo
Notary Public

Commission Expires May 17, 1979



24675465



BOX No. _____
SECOND MORTGAGE
Trust Deed

Theodore T. Brake and Joyce A.

Brake
TO
Bank of Commerce & Industry

MAIL TO:

BANK OF COMMERCE & INDUSTRY
6100 N. NORTHWEST HIGHWAY
CHICAGO, ILLINOIS 60631

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT