

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 675 389

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Ronald C. Kirchwehm and Margaret Kirchwehm (his wife)
 (hereinafter called the Grantor), of 7803 South New England Burbank Illinois
 (No. and Street) Two Ceats (\$4938.72) (City) (State)
 for and in consideration of the sum of Four Thousand Nine Hundred Thirty Eight Dollars and Seventy
 in hand paid, CONVEY AND WARRANT to Ford City Bank & Trust Company
 of 7601 South Cicero Chicago Illinois 60652
 (No. and Street) (City) (State)
 and to his successor in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
 lowing 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 Burbank County of Cook and State of Illinois, to-wit:

Lot 35 AND THE SOUTH 10 FEET OF LOT 36 IN BLOCK 7 IN F. H. BARTLETT'S 2ND
 ADDITION TO GREATER 79TH STREET SUBDIVISION OF THE SE 1/4 of the SW 1/4 (EXCEPT
 THE WEST 166 FEET THEREOF) IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 13, 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 Ronald C. Kirchwehm and Margaret Kirchwehm (his wife)
 justly indebted upon a principal promissory note bearing even date herewith, payable

In 48 consecutive monthly payments of \$102.82 each, commencing on
 November 5, 1978 and maturing on October 31, 1982.

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 on 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, 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 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 fore-
 closure hereof—including reasonable attorney's fees outlays for documentary evidence, stenographer's charges, cost of procuring or com-
 pleting 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 dec-
 ree of sale shall have been entered or not, shall not be dismissed, nor release herof 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 any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
 out 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: Ronald C. Kirchwehm and Margaret Kirchwehm (his wife)
 In THE EVENT of death or removal from said Cook County of the grantee, or of his resignation,
 refusal or failure to act, then Ford City Bank & Trust Company 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 27th day of September, 1978
Ronald C. Kirchwehm (SEAL)
Margaret Kirchwehm (SEAL)

This instrument was prepared by Ed Sweigard, 7601 So. Cicero, Chicago, Ill. 60652
 (NAME AND ADDRESS)

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UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

OCT-17-78

RECORDED
OCT 17 11 30 AM '78

RECORDED *at large*

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I, Diane Page, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald C. Kirchwehm, and Margaret Kirchwehm, 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 the right of redemption.

Given under my hand and notarial seal this 27th day of September, 19 78



Diane Page
Notary Public

10⁰⁰ MAIL 10

BOX No.

SECOND MORTGAGE
Trust Deed

Ronald C. Kirchwehm, and
Margaret Kirchwehm, his wife

TO

Ford City Bank & Trust Co.

7803 So. NewEngland
Burbank, Ill. 60459



Ret. To. A. Morrison
Ford City Bank & Trust Co.
7601 So. Cicero
Chicago, Ill. 60652

24675389

GEORGE E. COLE
LEGAL FOLDER

RECORDED DOCUMENT