

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24768509

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Andrew Vicich and Katherine Vicich his wife  
(hereinafter called the Grantor), of 1542 King Dr. Berkeley, Ill.  
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty Thousand and no/100 Dollars  
in hand paid CONVEY S AND WARRANTS to Bank of Commerce  
of 5500 St. Charles Rd. Berkeley Ill.  
(No. and Street) (City) (State)

and to his successors, 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:

The South 50 feet of Lot 1 in John King's Resubdivision of parts of Lots 6, 7, and 8 and parts of Lots 17 to 26 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, and that part of the North 250 feet of Lot 16 described as the North 50 feet of the South 77.76 feet as measured along the East line and the North 50 feet of the South 75.39 feet as measured along the West line of said Lot 16 in Block 3 in Wolf Road Highlands aforesaid, 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 Andrew Vicich and Katherine Vicich his wife  
justly indebted upon promissory note bearing even date herewith, payable  
payable in 90 days plus subsequent renewals

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 against said premises, and on demand to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with 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 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 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 procuring or compiling abstract showing the whole title of said premises embracing foreclosure decrees—shall be paid by the Grantor; and the life 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, and 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 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 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: Andrew Vicich and Katherine Vicich his wife  
Cook County of the grantee, or of his resignation,  
IN THE EVENT of the death or removal from said Chicago Title Insurance Co. 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, this 15th day of December, 19 78.

Andrew Vicich (SEAL)  
Katherine Vicich (SEAL)

This instrument was prepared by Gary Hoger-Bank of Commerce in Berkeley  
(NAME AND ADDRESS)

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