

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1976

24 157 221

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That **William Binder and Agnes Binder (his wife)**

(hereinafter called the Grantor), of **7729 S. Trumbull Chicago Illinois 60652**

for and in consideration of the sum of **Six Thousand Four Hundred Ninety Nine Dollars and Eighty-four Cents** (\$6499.80) in hand paid, CONVEY AND WARRANT to **Ford City Bank & Trust Company** of **7601 S. Cicero Chicago 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 **City of Chicago** County of **Cook** and State of Illinois, to-wit:

The North twenty (20) feet of Lot forty-two (42) and Lot forty-three (43) (except the North ten (10) thereof) in Alport's 79th and Homan Avenue Subdivision, being a Subdivision of the North two-thirds (2/3) of the East Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section twenty-six (26), Township thirty-eight (38) North, Range thirteen (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 **William Binder and Agnes Binder (his wife)** a principal promissory note bearing even date herewith, payable justly indebted upon

In 60 consecutive monthly payments of \$108.33 each, commencing on October 20, 1977 and maturing on September 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 to said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises, and all 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 of Mortgage, and, second, to 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; (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 incumbrance, 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, of law, or documentary evidence, stenographer's charges, cost of securing 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 heretofore given, until all such expenses and disbursements, and 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 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: **William Binder and Agnes Binder (his wife)** County of the grantee, or of his resignation,

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 **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 12 day of Sept 1977

William H. Bischoff (SEAL)
Agnes E. Binder (SEAL)

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

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STATE OF ILLINOIS
COUNTY OF COOK

I, Diane Page, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Binder and Agnes Binder (his wife)

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 12th day of September 19 77

(Impress Seal Here)

Diane Page
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
Commission Expires June 9 1981
MEMBER ILLINOIS NOTARY ASSOC.

MAIL
10/9

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BOX No. _____
SECOND MORTGAGE
Trust Deed
Property on: 7729 South Trumbull
Chicago, Illinois-60652
TO
FORD CITY BANK
William Binder and
Agnes Binder (His wife)
Mail To: Attn.: A. Morrison
Ford City Bank
7601 So. Cicero
Chicago, Ill. 60652
GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT