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Form 2512-R - TRUST DEED - Second Mortgage

25546589

Perfection Legal Forms & Printing Co., Rockford, Ill.

THIS INDENTURE WITNESSETH, That the Grantor Martin R. Witt and Susan Witt, his wife
as joint tenants of the village Streamwood
County of Cook and State of Illinois for and in consideration of the sum of
Nine Thousand Thirty Six Dollars & no/100--- (including interest) ----- DOLLARS.
In hand paid, convey and Warrant to Martin G. Struwing Trustee,
of the Village of Bartlett, County of Cook and State of Illinois, to wit:

Lot 2057 in Woodland Heights, Unit 5, being a Subdivision in Section 23, 24 and 25,
all in Township 41 North, Range 9, East of the Third Principal Meridian, according to
the plat thereof recorded in the Recorder's Office March 8, 1963, as Document No.
18737474 in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State in which said land is situated. IN
TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor's Martin R. Witt and Susan Witt, his wife as joint tenants
justly indebted upon their principal promisor: Not bearing even date herewith payable to the order of

the Bartlett Bank & Trust Company ("Collector") (hereinafter call Bank) at its office
at Bartlett, Illinois the sum of Nine Thousand Thirty Six Dollars & no/100 (\$9,036.00)
including interest in Forty Seven (47) installments of One Hundred Eighty Eight Dollars
and 25/100 (\$188.25) including interest and a final installment of One Hundred Eighty
Eight Dollars & 25/100 (188.25) including interest beginning on September 15, 1980 and
continuing on the same day of each successive month thereafter until fully paid. With
the annual rate of interest being fifteen point ninety nine percent (15.99%), both
principal and interest payable in lawful money of the United States of America at
Bartlett, Illinois.

THE GRANTOR'S covenants, and agree as follows: (1) to pay all prior incumbrances and the interest thereon, at the time and
place when and where the same shall be or become due and payable; (2) to pay said indebtedness, with the interest thereon as herein and in said
notes and coupons provided, or according to any agreement extending time of payment; (3) to pay prior to the time that penalty will attach in
each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (4) 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; (5) that waste to said
premises shall not be committed or suffered; (6) to keep all buildings at any time on said premises insured against loss by fire and tornado to
their full insurable value, 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 claimable, first, to the first trustee, mortgagee, and, second, to the
trustee herein, as their several interests may appear, which policy or policies shall be deposited and remain with said trustee or mortgagees
until this indebtedness shall be fully paid; (7) to keep the said property tenantable and in good repair; and (8) not to suffer any mechanic's
or other lien to attach to said premises. In the event of failure to pay prior incumbrances, and the interest thereon, so to insure, to pay
taxes or assessments, to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantee,
or the holder of said indebtedness may pay such prior incumbrance and the interest thereon, may pay insurance premiums, pay such taxes or
assessments, or make and pay for such repairs as he may deem necessary to keep the said premises tenantable and in good repair; or discharge
or purchase any tax lien or title affecting said premises; or compromise, settle and discharge any mechanic's or other lien attaching to said
premises, and all moneys so paid, the grantor... agree... to repay immediately without demand, and the same, with interest thereon from the
date of payment at seven 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 of 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 seven per cent per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if
all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure
hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling an
abstract of title showing the whole title to said premises embracing foreclosure decree - shall be paid by the grantor... that the like expenses
and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be
a party, shall also be paid by the grantor... that expenses and disbursements shall be an additional lien upon said premises, shall be taxes
as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have
been entered or not, shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the cost of suit,
including solicitor's fees, have been paid. The grantor... waive... all right to the possession of and income from said premises pending such
foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree... that upon the filing of any bill to
foreclose this Trust Deed, a receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court
before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and
collect such income and the same, less receivership expenditures including repairs, insurance premiums, taxes, assessments and his commis-
sions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of
sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any
decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either matter so applied, the court approving
the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on
application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any
Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of
any taxes, assessments, tax sales, tax titles, mechanic's or other liens, or titles, or the necessity for repairs, in advancing money as herein-
before provided.

IT IS FURTHER AGREED, That as further and additional security hereto said grantors agree to assign and by these presents, do
assign, all the rents, issues and profits arising or to arise out of said premises to the said grantee herein and authorize him, in his own name,
as assignee or otherwise, to receive, sue for or otherwise collect such rents, issues and profits, to serve all notices which may be or become
necessary, to institute forcible detainer proceedings, to receive possession, to rent and release said premises, or any portion thereof, for such
term or terms and on such conditions as he may deem proper, and apply the proceeds thereof. First, to the payment of the expenses and
charges against said property; Second, to the payment of interest and expenses of this trust including advancements, if any; and, Third, to the
payment of the principal sum hereby secured, rendering the surplus, if any, to the undersigned when the indebtedness hereby secured shall
have been fully paid and cancelled.

IN THE EVENT of the death, inability, removal or absence from said DuPage County of the trustee, or of his
refusal or failure to act, then James C. McIlrath 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 trustee, or his
successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand... and seal... of the grantor... this 7th day of August, A.D. 19 80

BARTLETT BANK & TRUST CO.
335 SOUTH MAIN STREET
BARTLETT, ILLINOIS 60103

Martin R. Witt (SEAL)
Martin R. Witt

Susan L. Witt (SEAL)
Susan L. Witt

Susan L. Witt (SEAL)
Susan L. Witt

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State of Illinois

1980 AUG 13 AM 10 28

County of Cook

I, Debbie L. Lechelt 25546589 10.00

in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That
Martin R. Witt and Susan L. Witt, his wife as joint tenants
personally known to me to be the same person whose name
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that I signed, sealed and delivered the said Instrument as a
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 of
August A.D. 1980

My Commission Expires March 14, 1984

This document prepared by:
Debbie L. Lechelt
Bartlett Bank & Trust Co.
335 S. Main ST.
Bartlett, Illinois 60103



Box No.

Trust Deed

TO

BARTLETT BANK & TRUST CO.
335 SOUTH MAIN STREET
BARTLETT, ILLINOIS 60103

Perfection Legal Forms & Printing Co., Rockford, Ill.

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END OF RECORDED DOCUMENT