

CHARGE TO CERTAIN TRUST DEED SECOND MORTGAGE FORM (Illinois)

25551493

THIS INDENTURE, WITNESSETH, That Patricia Weiss, divorced and not remarried

(hereinafter called the Grantor), of 7249 N. Overhill, Chicago, Illinois 60648

for and in consideration of the sum of fourteen thousand, seven hundred, sixty seven and 20/100 dollars in hand paid, CONVEYS AND WARRANTS to Chicago Title and Trust Company as trustee of 111 W. Washington St, Chicago, Illinois 60602

unto 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, Cook County of Cook and State of Illinois, to-wit:

Parcel 1: The South 50 feet of the West 125 feet of Lot 4 in Resubdivision of Lot "E" (except the North 531 feet thereof) of Paine Estate Division of the East half of the South West quarter of Section 25, Township 41 North, Range 12 East of the Third Principal Meridian; ALSO

Parcel 2: All of that part of West 125 feet of Lot 4 (except the North 78 feet of the West 125 feet of said Lot 4 and except the South 50 feet of the West 125 feet of said Lot 4) in Resubdivision of Lot "E" (except the North 531 feet thereof) of Paine Estate Division aforesaid in Cook County, Illinois

Hereby releasing and waiving all rights under and benefit 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 Patricia Weiss, divorced and not remarried justly indebted upon installment principal promissory note bearing even date herewith, payable

to the order of the Bank of Elk Grove the principal sum of fourteen thousand, seven hundred, sixty seven and 20/100 dollars in sixty like installments of two hundred, forty six and 12/100 dollars each, beginning on the twnth day of September, 1980 and to continue on the tenth day of each month hereafter, to and including the tenth day of July, 1985 with a final payment of the balance due on the tenth day of August, 1985, with interest on the principal balance from time to time unpaid at the rate of 15.72%.

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 prior to the first day of June 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with lost clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as the 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 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 a rate of ten 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 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 completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Grantor; and the expenses and disbursements occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. No 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 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:

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 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 seventh day of August, 1980

Patricia Weiss (SEAL)

This instrument was prepared by Lorraine M. Herforth, The Bank of Elk Grove, 100 E. Higgins Rd, Elk Grove Village, Illinois 60007 (SEAL)

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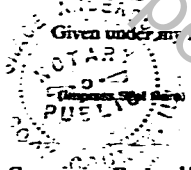
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UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Grace Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia Weiss, divorced and not remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appears before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 7th day of August, 1980

Grace Anderson
Notary Public

Commission Expires My Commission Expires March 19, 1983

COOK COUNTY, ILLINOIS
FILED
1980 AUG 18 PM 2:20

William H. Olsen
RECORDER OF DEEDS
25551493

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BOX 500

BOX No.

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

BANK OF ELK GROVE
100 E. HIGGINS ROAD
ELK GROVE VILLAGE, IL 60007.

FORM 15277 BANKFORMS, INC.

END OF RECORDED DOCUMENT