

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

25591991

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Joseph C. Fischer, a bachelor
 (hereinafter called the Grantor), of the City of Evanston County of Cook
 and State of Illinois, for and in consideration of the sum of FIVE THOUSAND THREE HUNDRED FORTY-
THREE AND 06/100 Dollars
 in hand paid, CONVEY AND WARRANT to Joseph R. Berube
 of the Village of Northbrook County of Cook and State of Illinois
 and to his successors 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 Evanston County of Cook and State of Illinois, to-wit:

That part of the West 65 feet of Lot 9 in Block 37 in Village of
 Evanston (now in City of Evanston) lying East of a line drawn from a
 point on the North line of said Lot 9 which is 30.78 feet East of
 the North West Corner of said Lot 9 to a point on the South line
 of said Lot 9 which is 31.30 feet East of the South West Corner of
 said lot in the South East fractional quarter of Section 18,
 Township 41 North, Range 14 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 JOSEPH C. FISCHER, A BACHELOR
 justly indebted upon \$5,343.36 principal promissory note bearing even date herewith, payable
 in 48 consecutive monthly installments of \$111.32 each

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
 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-
 brances, 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 to pay such taxes or assessments, or discharge or purchase any tax
 lien or title affecting said premises or pay all prior incumbrances and 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 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 and 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 fore-
 closure hereof—including reasonable attorney's fees, costs 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 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 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 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
 refusal or failure to act, Chicago Title & Trust Co. 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 grantor 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 12th day of September 19 80

Joseph C. Fischer (SEAL)

THIS INSTRUMENT WAS PREPARED BY
 JEROME A. MAHER
 1210 CENTRAL AVENUE
 WILMETTE, ILLINOIS

(SEAL)

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

INDEXED 25. AM 9.149
COOK COUNTY CLERK

RECORDED & INDEXED

I, Rachel McCandlish SEP-22-80 3 4 8 9 a Notary Public REC 10.00
for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph C. Fischer, a Bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 15th day of September 1980

(Impress Seal Here)

Rachel McCandlish
Notary Public

Commission Expires Jan. 16, 1985

10.00 E



First Federal Savings & Loan
Association of Wilmette
1910 Central Avenue
Wilmette, Ill. 60091

BOX No. _____
SECOND MORTGAGE
Trust Deed
Joseph C. Fischer
TO
First Federal Savings & Loan
Association of Wilmette
1910 Central Avenue
Wilmette, Ill. 60091

GEORGE E. COLE
LEGAL FORMS
25591991

END OF RECORDED DOCUMENT