

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

25757165

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, that Therese M. Ashby, a widow

(hereinafter called the Grantor), of 1604 Birch Berkeley IL
No. and Street, City, (State)

for and in consideration of the sum of Four Thousand Dollars Dollars,
she has paid, CONVEY AND WARRANT to Bank of Commerce
of 5500 St. Charles Rd. Berkeley IL
City, (State)

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 every thing 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:

Lot 2 in John E. Birch's resub. of lots 1 and 2 in Block 1 of Robertson and Young's Stratford, a Sub. of the West 9.48 chains of the Southeast 1/4 and the East 70 rods of the Southwest quarter of Sec. 7, T. 39 North, R. 12, East of the 3rd PM, lying North of Right of Way of Chicago Great Western Railway, formerly known as Minnesota and North Western Railroad and Dedication of public street of road in said South West 1/4 of Sec. 7 West and adjoining said East 70 rods of said 1/4 Sec. in CCT.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, IN DEED nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness: The Grantor Therese M. Ashby, a widow
most indebted upon municipal promissory note bearing even date herewith, payable in 53 days or subsequent renewals

The covenants and agreements are as follows: (1) To pay said indebtedness and the interest thereon herein and in said note or notes provided or according to the schedule and time of payment; (2) to pay when due interest, taxes, all taxes and assessments against said premises, and to maintain to extend to the date of payment; (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 said premises shall not be committed or suffered to be used for any purpose that may have been prohibited by any ordinance or law of any city or town in which said premises are situated; (5) to keep all buildings, improvements on said premises insured by companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and to report to the Trustee herein as their interests may appear, which policies shall be taken and kept in with the said Mortgagee or Trustee and the mortgages or 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 to insure, or pay taxes or assessments, or the interest thereon when due, the grantee of the holder of said indebtedness, in its discretion, may cause to be collected, 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 a first lien on said 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 accrued interest, shall, at the option of the legal holder thereof, be due and payable, and without notice by foreclosure thereof, or by suit at law, or both, 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, 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 like expenses and disbursements, occasioned by any proceeding whatever 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 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 record owner is Therese M. Ashby a widow
Cook

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 Chicago Title & Trust 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 23rd day of January, 19 81.

Therese M. Ashby (SEAL)

(SEAL)

This instrument was prepared by Barbara Wallace Bank of Commerce, Berkeley
(NAME AND ADDRESS)

1981 JAN 30 AM 9 26

STATE OF Illinois

COUNTY OF DuPage

Bernice Krejchik, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that Therese M. Ashby, a widow


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 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 23rd day of January, 19 81.

(Impress Seal Here)

Bernice V. Krejchik
Notary Public

Commission Expires 11/1/81

BOX No. _____	SECOND MORTGAGE	TO _____	MAIL TO 
Trust Deed			

25757165

END OF RECORDED DOCUMENT