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25836087

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Sieger E. Strohmeier and Anna Strohmeier, his wife,
 (hereinafter called the Grantor), of 9302 N. Central Morton Grove Illinois
 (NUMBER AND STREET) (CITY) (STATE)
 for and in consideration of the sum of One Hundred Thousand and no/100---(\$100,000.00) Dollars
 in hand paid, CONVEY AND WARRANT to Commercial National Bank of Chicago
 of 4800 N. Western Avenue Chicago Illinois,
 (NUMBER AND STREET) (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 City
 of Chicago County of Cook and State of Illinois, to-wit:

Lot 23 and 24 in Block 3 in North Ravenswood, being a subdivision of the
 South West 1/4 of the South West 1/4 of the South East 1/4 of Section 7,
 Township 40 North, Range 14 East of the Third Principal Meridian. (Except
 the Chicago and North Western Railroad Right of Way), in Cook County,
 Illinois, commonly known as 4915-19 N. Daman, Chicago, 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 Sieger E. Strohmeier and Anna Strohmeier, his wife
 justly indebted upon their principal promissory note bearing even date herewith, payable
 on demand. If there shall be any change in ownership of the premises covered hereby
 without the consent of the holder of the Note secured by this Trust Deed, the entire
 principal balance and all accrued interest shall become due and payable at the election
 of the holder of the Note and foreclosure proceedings instituted thereon. A lease
 with option to purchase, a contract to sell the real estate, or an assignment in part
 or in whole of the beneficial interest in a Land Trust owning the real estate shall
 be deemed a change in ownership for the purposes of this covenant.

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 due date in each year, all taxes and assessments
 against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction, damage to, or loss of, or to 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 approved by the grantor herein, with loss
 clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest 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 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 incumbrances 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 the maximum rate provided by law and 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 the maximum rate provided by law and 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 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. 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 such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The
 Grantor for the Grantor and for his heirs, executors, administrators and assigns, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court
 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.

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 S and seal S of the Grantor S this 3rd day of April, 19 81
 X Sieger E. Strohmeier (SEAL)
 X Anna Strohmeier (SEAL)

Identification No. 040381
 This is to certify that this is the Trust Deed described in note
 of even date.
COMMERCIAL NATIONAL BANK OF CHICAGO
 By Joseph S. Glab TRUSTEE
 Assistant Vice President

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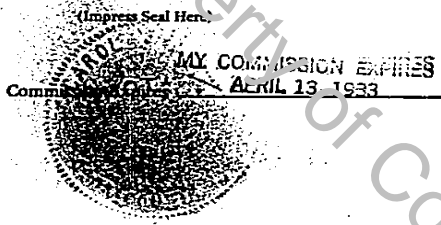
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STATE OF Illinois }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sieger E. Strohmeier and Anna Strohmeier, 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 they 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 3rd day of April, 19 81.



[Signature]
Notary Public

1981 APR 13 AM 10 37
COOK COUNTY RECORDS

RECORDED *[Signature]*

APR-13-81 4 3 6 6 6 4

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A - REC

10.00

10¢

BOX NO. 490

SECOND MORTGAGE

Trust Deed

SIEGER E. STROHMEIER AND

ANNA STROHMEIER, his wife

TO

COMMERCIAL NATIONAL BANK OF CHICAGO

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END OF TAPE