

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25946321

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Daniel R. Gerstenberg & Lillian Gerstenberg-his wife

hereinafter called the Grantor), of 7802 So. Austin Ave. Burbank, Illinois
(No and Street) (City) (6,517.80) (State)

for and in consideration of the sum of Six Thousand Five Hundred Seventeen Dollars & 80/100 Dollars
in hand paid, CONVEY AND WARRANT to Ford City Bank & Trust Co.
of 7601 So. Cicero Ave. Chicago, Illinois
(No 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 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 Burbank, County of Cook and State of Illinois, to-wit:

The South 11 feet of Lot 1 and all of Lot 2 in F.H. Bartlett's
First Addition to Greater 79th Street Subdivision, being a
subdivision of the South East Quarter of the South East
quarter of Section 30, also the South West Quarter of the South
West quarter and the South East Quarter of the South West
Quarter of Section 29, Township 38 North, Range 13, East of
the Third Principal Meridian, 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 Daniel R. Gerstenberg & Lillian Gerstenberg-his wife
justly indebted upon a principal promissory note bearing even date herewith, payable

In 36 monthly payments of \$181.05 each, commencing
August 25th, 1981 and Maturing July 25th, 1983.

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 when due 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 none of 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 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 prior incumbrances or the interest thereon when due, the
grantee or the holder of said indebtedness, may procure such insurance, or 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 monies 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 so much additional 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
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 eight 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 its 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, delays 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 or 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.

The name of a record of Daniel R. Gerstenberg & Lillian Gerstenberg-his wife
Cook County of the grantee, or of his resignation,
Ford City Bank & Trust Co. of said County is hereby appointed to be

refusal or failure to act, then 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 13th day of July, 1981.

Daniel R. Gerstenberg (SEAL)
Daniel R. Gerstenberg
Lillian Gerstenberg (SEAL)
Lillian Gerstenberg

This instrument was prepared by Ed Sweigard-7601 So. Cicero Ave. Chicago, Ill. 60652
(NAME AND ADDRESS)

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10.15

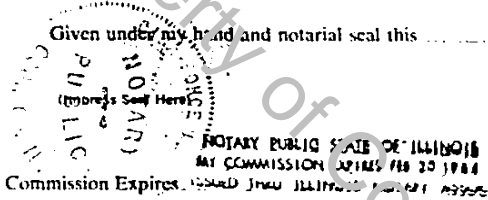
JUL-23-81 487700 25946321

STATE OF Illinois
COUNTY OF Cook ss.

I, Dina Ponce De Leon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel R. & Lillian Gerstenberg - his wife

personally known to me to be the same persons, whose names 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 20th day of July, 19 81.



Dina Ponce De Leon
Notary Public

15
10.00 MAIL

BOX No

SECOND MORTGAGE Trust Deed

Daniel R. Gerstenberg and
Lillian Gerstenberg (his wife)

to

Ford City Bank & Trust Company

7802 S. Austin
Burbank, Illinois 60459

Attn: D. Sypniewski
Ford City Bank & Trust Company
7601 S. Cicero,
Chicago, Illinois 60652



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT