

25190320

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That John R. Rust and Dolores H. Rust, His Wife

(hereinafter called the Grantor), of 4361 N. Elston Ave., Chicago, Illinois

(No. and Street)

(City)

(State)

for and in consideration of the sum of Twenty One Thousand Seven Hundred Nineteen & 40/100---- Dollars
in hand paid, CONVEY AND WARRANT to Bank of Commerce and Industry
of 6100 N. Northwest Highway, 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 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 County of Cook and State of Illinois, to-wit:

LOT 11 IN G. H. BAUER'S SUBDIVISION OF THAT PART OF ORIGINAL BLOCK
7 HERETOFORE VACATED IN IRVING PARK LYING NORTH EAST OF ELSTON ROAD
IN THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 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 John R. Rust and Dolores H. Rust, His Wife
justly indebted upon \$21,719.40 principal promissory note bearing even date herewith, payable

in 59 successive monthly instalments of \$361.99 each and a final
instalment, which shall be \$361.99 beginning on November 15, 1979 and
thereafter on the same day of each subsequent month until paid in
full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 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 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 pay such taxes or assessments, or discharge or purchase any 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 eight per cent per annum shall be so much additional indebtedness secured hereon.

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 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, or 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 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 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 claims 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 the 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: John R. Rust and Dolores H. Rust

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 Bank of Commerce and Industry 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 11th day of October, 1979
Identification No. 7911106

Bank of Commerce & Industry

Trustee

x John R. Rust (SEAL)

Dolores H. Rust (SEAL)

By: [Signature]
Vice President

This instrument was prepared by H. J. Green, 77 W. Washington, Chicago, Illinois
(NAME AND ADDRESS)


25190320

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } SS.

I, Frances DiGiacomo, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that John R. Rust and Dolores H. Rust, 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 11th day of October, 19 79.

Frances DiGiacomo
Notary Public
Commission Expires May 17, 1983

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BOX No.

SECOND MORTGAGE
Trust Deed

John R. Rust and Dolores H. Rust

TO

Bank of Commerce and Industry



MAIL TO:

Bank of Commerce & Industry
6100 N. Northwest Highway
Chicago, Illinois 60631

25190320

GEORGE E. COLE®
LEGAL FORMS

ASSIGNMENT OF RENTS

LOAN NUMBER _____

Use with notes providing for precomputed interest.

THE ABOVE SPACE FOR RECORDERS USE ONLY

KNOW ALL MEN BY THESE PRESENTS THAT John R. Rust and Dolores H. Rust
(hereinafter called "the Assignor") of the City or Town of Chicago, County of Cook
and State of Illinois, in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby
acknowledged, hereby assigns and transfers to Bank of Commerce and Industry
(hereinafter called "the Assignee") of 6100 N. Northwest Highway City of Chicago
State of Illinois, all rents, earnings, income and avails from the following described real estate now due or which may hereafter become due by virtue of
any and all agreements or leases, whether written or verbal for the use or occupancy of said real estate, or any part thereof, which may have been
heretofore or may hereafter be made and agreed to, or to any deposits received in connection with letting of the same:

LOT 11 IN G. H. BAUER'S SUBDIVISION OF THAT PART OF ORIGINAL BLOCK 7
HERETOFORE VACATED IN IRVING PARK LYING NORTH EAST OF ELSTON ROAD
IN THE SOUTH EAST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The aforesaid transfer and assignment shall be absolute, except as hereinafter provided.

Said assignment is given as additional security to secure the payment of a loan evidenced by a note of even date herewith in the amount of
\$ 21,719.40, secured by a Second Trust Deed
(hereinafter called "the security instrument") of even date herewith, and which assignment shall remain in full force and effect until said loan, interest
and other costs and charges provided shall be fully paid.

The within assignment shall not become operative until a default shall occur under the terms and obligations contained in said security instrument or
in the note secured thereby.

In the event of a default as aforesaid, the Assignor agrees: the Assignee, its agents or servants, may at its discretion take possession of said real estate
and hold, manage and control the same and the improvements thereon; make necessary repairs, replacements, alterations and improvements to said real
estate as the Assignee in its sole discretion may deem fit and necessary; insure and reinsure said premises, lease and rent the same or any part thereof for
such sums on such terms as the Assignee, or its agents shall see fit; and collect and hold all rents, income and earnings derived from said premises,
including deposits made and to be made, and which shall be applied in the sole discretion of the Assignee in payment or on account of:

(1) Expenses of operating, maintaining, repairing, making replacements and alterations, the payment of taxes and assessments, insurance, and
reasonable compensation for the services rendered by the Assignee, its attorneys, agents, servants or other persons employed for services in connection
with the maintenance, operations and management of said real estate; and such other sums as may be required to indemnify Assignee against any liability,
loss or damage on account of any act done in good faith pursuant to the rights and powers granted hereunder.

(2) Interest, principal or other charges which have or may become due, from time to time, under the terms of the note secured by said security
instrument, without prejudice of the right to enforce any and all remedies which Assignee has by reason of any default as aforesaid.

(3) Any deficiency which may be decreed against the Assignor in favor of the Assignee or Trustee and when all of the aforesaid payments and
disbursements have been made, any remaining surplus shall be paid to the Assignor.

The Assignee may, in the event of a default as aforesaid, use such measures, legal and equitable, as in the Assignee's discretion may be deemed proper
or necessary to enforce the payment of the security of such rents, earnings, income and avails.

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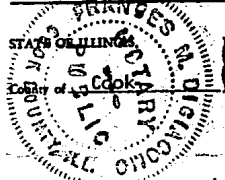
The within assignment may be assigned, and all the provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In the event of a default the within assignment shall remain in full force and effect until any period of redemption following a sale in foreclosure proceedings has expired. Payment of the debt and/or a release of the security instrument securing said obligation shall operate as a release of the within instrument.

In Witness Whereof the Assignor has executed the within Assignment this 11th day of October, 19 79.

John R. Rust (SEAL)
John R. Rust (SEAL)

Dolores H. Rust (SEAL)
Dolores H. Rust (SEAL)



I, Frances M. DiGiacomo, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John R. Rust and Dolores H. Rust who are 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.

GIVEN under my hand and Notarial Seal this 11th day of October, A.D. 19 79.

Frances M. DiGiacomo
Notary Public.

THIS INSTRUMENT WAS PREPARED BY: H. J. Green

ADDRESS: 77 W. Washington, Chicago, Illinois

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V
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R
Y
NAME Bank of Commerce and Industry
STREET 6100 N. Northwest Highway
CITY Chicago, Illinois
INSTRUCTIONS OR
RECORDEN'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

4361 N. Elston Ave.,
Chicago, Illinois

END OF RECORDED DOCUMENT