

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

25220524

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Daniel D. Weinbach and Stephanie Weinbach, his wife

(hereinafter called the Grantor), of the city of Evanston County of Cook  
and State of Illinois, for and in consideration of the sum of TEN THOUSAND SEVEN HUNDRED THIRTY ONE  
AND NO/100----- Dollars

in hand paid, CONVEYS AND WARRANTS to Joseph R. Berube  
of the village of Rolling Meadows 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 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 Evanston County of Cook and State of Illinois, to-wit:

Lot 3 in the resubdivision of Lot 22 and part of Lot 21 in Block 77 in the Northwestern University Subdivision of the North half of the North half East of the Chicago Avenue (except 15 1/2 acres in the North East corner) of Section 19, 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 Daniel D. Weinbach and Stephanie Weinbach, his wife

justly indebted upon \$10,731.00 principal promissory note bearing even date herewith, payable  
in 84 consecutive monthly payments of \$127.75

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 principal on 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 he assigns as his 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 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, 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 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 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 foreclosure hereof—including reasonable attorney's fees and costs 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 legal 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 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.

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 and Trust Company of said County is hereby appointed to be the acting Recorder of Deeds of said County, 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 handS and sealS of the GrantorS this 19th day of October, 1979

Daniel D. Weinbach (SEAL)  
Daniel D. Weinbach  
Stephanie T. Weinbach (SEAL)  
Stephanie Weinbach

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

NOV 1 1979

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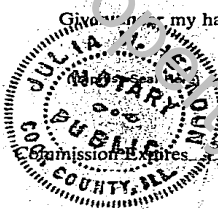
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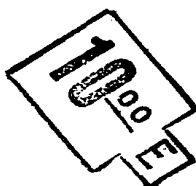
CLERK OF DEEDS  
COOK COUNTY ILLINOIS

STATE OF ILLINOIS 1979 NOV 11 AM 9:25  
COUNTY OF COOK NGV--179 693684 • 25220524 • A -- Rec 10.00

I, JULIA W. HERNDON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL D. WEINBACH and STEPHANIE WEINBACH, 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 19th day of OCTOBER, 1979.  
 Julia W. Herndon  
Notary Public



25220524

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
Daniel D. Weinbach and Stephanie  
Weinbach TO \_\_\_\_\_

First Federal Savings & Loan  
Association of Wilmette  
1210 Central Avenue  
Wilmette, Ill. 60091



903247-5-178206  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT