

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1998

25289138

GEORGE E. COLE
LEGAL FORMS

THE UNDERSIGNED, WITNESSETH, that Joseph R. Berube
hereinafter called the Grantor), of the Village of Rolling Meadows County of Cook
and State of Illinois for and in consideration of the sum of THIRTY TWO THOUSAND FOUR HUNDRED FIVE
AND 40/100 Dollars
in hand paid TO US BY AND WARRANTS to Daniel E. Welch, Sr. and Margery Ann Welch, his wife
at the Court of Northbrook County of Cook and State of Illinois
and to his successor 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 Town of
of Northbrook County of Cook and State of Illinois, to-wit:

Lot 17, in B. & H. Ridge, a Subdivision of part of the North
East 1/4 of the North East 1/4 of Section 10, Township 42, North,
Range 12 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

Witness: The Grantor Daniel E. Welch, Sr. and Margery Ann Welch, his wife
justly indebted upon \$32,405.50 principal of a note bearing even date herewith, payable
in 180 consecutive monthly payments of \$180.03 each.

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 on 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 Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incum-
brances, 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 discharge or purchase any lien or title affecting said premises or pay all prior incumbrances and the interest thereon from the date of payment at seven per cent
per annum shall be so much additional indebtedness secured hereby. If any 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 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 and 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 fore-
closure hereof, including reasonable attorney's fees, charges 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 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 de-
gree 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.

In the EVENT of the death, removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, the Chicago Title & Trust 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 grantor 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 14th day of December, 1979

Daniel E. Welch, Sr. (SEAL)
Daniel E. Welch, Sr.

Margery Ann Welch (SEAL)
Margery Ann Welch

THIS INSTRUMENT WAS PREPARED BY
JEANNE A. MARSH
1210 CENTRAL AVENUE
WILMINGTON, ILLINOIS

PROPERLY FILED IN COOK COUNTY CLERK'S OFFICE
MORTGAGE

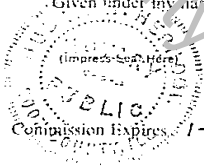
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UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

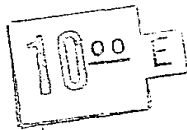
I, James W. Herndon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel E. Welch, Sr. and Margery Ann Welch,
his wife
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person 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 17th day of December, 1979.



James W. Herndon
Notary Public

DEC 20 AM 9 12



BOX No.

SECOND MORTGAGE
Trust Deed

To



FIRST MORTGAGE
ASSIGNMENT
TRUST DEED

77 3261-6

GEORGE E. COLE
LEGAL FORMS

25289128

END OF RECORDED DOCUMENT