

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

266-18790

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That *FRANK WEISS*
(hereinafter called the Grantor), of 525 Hawthorne Place, Chicago, Illinois 60657
(No. and Street) (City) (State)
for and in consideration of the sum of Fifty Thousand and no/100**plus interest as specified/ below** Dollars
in hand paid, NOTE AND WARRANT to Rose M. Giles, Trustee
of Golf Mill State Bank, 9101 Greenwood Avenue, Niles, Illinois 60648
(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 hereto, 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:

(Property commonly known as: 4820 North Seeley, Chicago, Illinois)

Lot 15 in Block 3 in Culver's Park, being E. H. Gammon's Subdivision of the Lots 1 and 2 in Marbach and others Subdivision of the South East 1/4 of the South West 1/4 of Section 7, Township 40 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 *FRANK WEISS* justly indebted upon one collateral instalment promissory note bearing even date herewith, payable

**in lawful money of the United States to the order of Golf Mill State Bank at its office in Niles, Illinois, the principal sum of \$50,000.00 payable in 59 monthly instalments of \$835.00 each, plus interest beginning July 14, 1983 and on the same date of each month thereafter, and a final instalment of \$735.00 plus interest on June 14, 1988 with interest at the rate of Prime plus One percent, Interest floor of 11%, payable monthly on the principal balance remaining from time to time unpaid. Interest shall be increased to the rate of Prime plus Three percent per annum after the due date of the final instalment or upon default until all liabilities are paid. "Prime Rate" or "Prime" means the rate of interest announced by the Bank at its Prime Rate.

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 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, such 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 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 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 by any other means 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, butlays 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 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.

The name of a record owner is: *FRANK WEISS* Cook County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said Golf Mill State Bank 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 14th day of June, 1983

FRANK WEISS (SEAL)

This instrument was prepared by Thomas J. Romano, Senior Vice President, Golf Mill State Bank
(NAME AND ADDRESS) 9101 Greenwood Avenue
Niles, IL 60648

266-18790

UNOFFICIAL COPY

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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 FRANK WEISS

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 14th day of June, 1963.



My Commission Expires 12, 1968

Kevin M. Ruben
Notary Public

062 579 AS



26648790

BOX No. _____

SECOND MORTGAGE

Trust Deed

TO _____

MAIL TO

GEORGE E. COFFE
LEGAL FORMS

END OF RECORDED DOCUMENT