

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26932888

GEORGE E. COLE®
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That STUART E. WEISBERG and NINA M. WEISBERG, his wife,
(hereinafter called the Grantor), of 187 Trailwood Lane Northbrook Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) Dollars
in hand paid, CONVEY AND WARRANT to BANK OF COMMERCE & INDUSTRY
of 6100 North 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 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 Village
of Indian Head Park County of Cook and State of Illinois, to-wit:

LOT 88 IN SALCEDA NORTH SUBDIVISION, BEING A SUBDIVISION
IN THE NORTH WEST 1/4 OF SECTION 6, 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.

WHEREAS, The Grantors STUART E. WEISBERG and NINA M. WEISBERG
justly indebted upon BANK OF COMMERCE & INDUSTRY principal promissory note bearing even date herewith, payable
as follows: Interest payments monthly and principal balance due on Demand.

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 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, secondly, to the Trustee herein as their interest may appear, which
policies shall be left and remain with the said Mortgagee 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, 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 al-
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, if a
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, outlays 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 de-
cree 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 rights 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 owner is: STUART E. WEISBERG and NINA M. WEISBERG

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 & 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 hands and seal of the Grantor, S. this 10th day of January, 19 84

BANK OF COMMERCE & INDUSTRY

BY: Don Levy, Vice President

x Stuart E. Weisberg (SEAL)
STUART E. WEISBERG
x Nina M. Weisberg (SEAL)
NINA M. WEISBERG

This instrument was prepared by Harold J. Green, 77 West Washington St., Chicago, IL 60602
(NAME AND ADDRESS)

UNOFFICIAL COPY

Stuart E. Weisberg

RECEIVED
COOK COUNTY

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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 Stuart E. Weisberg and Nina M. Weisberg

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.



hand and notarial seal this 10th day of January, 1984

Frances M. DiGiacomo
Notary Public

18 JAN 10:05



BOX NO.
SECOND MORTGAGE
Trust Deed

STUART E. WEISBERG & NINA M. WEISBERG

TO
BANK OF COMMERCE & INDUSTRY

Address of Property:
187 Trailwood Lane
Northbrook, Illinois 60062

MAIL TO: Bank of Commerce & Industry
6100 North Northwest Highway
Chicago, Illinois 60631

26 932 888

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT