

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM NO. 2202

85202539

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, that Donald J. Ziemann and Margaret M. Ziemann, his wife,

(hereinafter called the Grantor), of 4416 Arthur Ave Brookfield IL (State)  
(No and Street) (City)

for and in consideration of the sum of Three thousand eight hundred and no/100 Dollars

in hand paid, CONVEY AND WARRANT to Bank of Lyons

of 3601 W. Ogden Ave. Lyons IL (State)  
(No and Street) (City)

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 appertenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Brookfield County of Cook and State of Illinois, to-wit:

Lot 20 in Block 7 in Oliver Salinger and Company's Bungalow Park being a subdivision of the North East quarter of the South West quarter of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Index # 18-03-313-017-0000

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 Donald J. Ziemann and Margaret M. Ziemann, his wife justly indebted upon Note & Security Agreement principal promissory note bearing even date herewith, payable

as follows: The sum of Three thousand eight hundred and no/100 dollars (\$3,800.00) with interest thereon at the rate of prime plus 2% floating from September 20, 1985 until maturity, payable October 20, 1986 and with interest after maturity until paid at the rate of Prime + 2% per annum. Interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs & expenses incurred by the Bank in the Collection and enforcement of this note. The note mentioned the the within Trust deed has been identified as 044423305-3385 Prime is based on the 1st National Bank of Chicago's prime rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon 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) to cause to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the bank, of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the grantee 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 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 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, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, and 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, costs for documentary evidence, stenographer's charges, cost of printing 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 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 proceeding, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or 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 recorded owner is Donald J. Ziemann and Margaret M. Ziemann

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 George M. Turner 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 31st day of AUGUST, 1985

Donald J. Ziemann (SEAL)  
Margaret M. Ziemann (SEAL)

This instrument was prepared by Glenda Lipary, 8661 W. Ogden Ave., Lyons, IL 60534  
(NAME AND ADDRESS)

# UNOFFICIAL COPY

STATE OF Illinois } ss.  
COUNTY OF Cook

I, Glenda Lipsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald J. Ziemann and Margaret M. Ziemann his wife

personally known to me to be the same person 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 31st day of August, 1985.

(Impress Seal Here)

*Glenda Lipsey*  
Notary Public

Commission Expires 7-18-88

11.09

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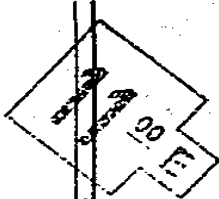
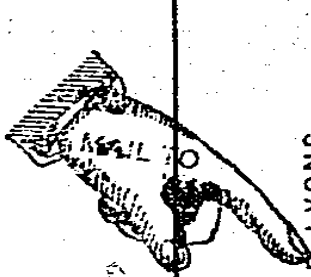
26 SEP 05 11 51

1. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any easchold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 1 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 2 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due.

2. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

-85-202539

BOX No.	SECOND MORTGAGE <b>Trust Deed</b>	DONALD J. ZIEMANN	MARGARET M. ZIEMANN	TO	BANK OF LYONS			BANK OF LYONS 8601 W. OGDEN AVE P. O. BOX 03 LYONS, ILL. 60534
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