

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No 2202
JANUARY, 1968

22 599 205

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Ross W. Powell and Gloria L. Powell,
his wife

(hereinafter called the Grantor), of the Village of Berkeley County of Cook
and State of Illinois

for and in consideration of the sum of
Eight Thousand Three Hundred Eighty-Two and 60/100 ----- Dollars

in hand paid, CONVEY AND WARRANT to Bank of Commerce in Berkeley
of the Village of Berkeley 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 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 Berkeley County of Cook and State of Illinois, to-wit

Lot 26 (except the East 1/4 thereof) in Block 21 in Robertson and
Young's Stratford a Subdivision of part of South East 1/4 and
part of South West 1/4 Section 7, Township 39 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 Grantor Ross W. Powell and Gloria L. Powell, his wife

justly indebted upon installment ~~XXXXXX~~ promissory note bearing even date herewith, payable

in sixty monthly installments of \$139.71, our loan #600-2728-150

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 said indebtedness on the first day of June in each year, all taxes
and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair 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 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 of 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 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 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-
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 an application to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
out 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.

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 Fred Fosco of said County is hereby appointed to be
the 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 trustee 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

14th day of January, 1974
Ross W. Powell (SEAL)
Gloria L. Powell (SEAL)

22 599 205

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Mary Jo Steinhebel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ross W. Powell and Gloria L. Powell,
his wife

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.



Witness my hand and notarial seal this 4th day of January, 19 77
Mary Jo Steinhebel
Notary Public

1974 JAN 18 PM 1 31



BOX No. _____
SECOND MORTGAGE
Trust Deed

Bank of Commerce
TO
5500 St. Charles Road
Berkeley, Illinois

GEORGE E. COLE
LEGAL FORMS

22593296

END OF RECORDED DOCUMENT