

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 JANUARY, 1968

22 625 502

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That FRED G. NEBEL AND ARLENE JEAN NEBEL, his wife... (hereinafter called the Grantor), of the Village of Mount Prospect... County of Cook and State of Illinois... for and in consideration of the sum of Eleven Thousand Two Hundred Fifty-Eight & 40/100 (\$11,258.40) Dollars in hand paid, CONVEY AND WARRANT to Mount Prospect State Bank, a corporation of Illinois of the Village of Mount Prospect County of Cook and State of Illinois and to its 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 thereto, together with all rents, issues and profits of said premises, situated in the Village of Mount Prospect County of Cook and State of Illinois, to-wit: Lot 20 in Block 11 in Randview Highlands, being a Subdivision of the North West Quarter of the North West Quarter of the North East Quarter of the North West Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5c) for each dollar (\$1) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling payments.

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 FRED G. NEBEL AND ARLENE JEAN NEBEL, his wife... justly indebted upon One Installment Note... bearing even date herewith, payable to the Mount Prospect State Bank in the principal sum of Eleven Thousand Two Hundred Fifty-Eight & 40/100 (\$11,258.40) Dollars... said principal and interest to be paid in monthly installments of One Hundred Eighty-seven & 64/100 (\$187.64) Dollars on the 15th day of March A. D., 1974 and One Hundred Eighty-seven & 64/100 (\$187.64) Dollars on the 15th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 15th day of February A. D., 1979, with interest after maturity until paid at the rate of seven (7) per centum per annum.

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 prior to 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 shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured by 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, available 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so 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 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 the 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 in equity, 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, charges for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees—shall be paid by the Grantor; and the lien of such expenses and disbursements, occasioned by any suit proceeding wherein the grantee or any holder of any part of said indebtedness, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether or not 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 in the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any petition 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the Chicago Title and Trust Company 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 5th day of February, 1974.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1234 Mount Prospect State Bank, a corporation of Illinois Trustee

Fred G. Nebel (SEAL) Arlene Jean Nebel (SEAL)

This instrument was prepared by: Mount Prospect State Bank Edward C. Simatz, Vice Pres. 15 East Busse Avenue Mount Prospect, Illinois 60056

By: Peter P. Walter Trust Officer

22 625 502

RECORDING OFFICE
COOK COUNTY ILLINOIS

1974 FEB 11 AM 10 20
FEB 11 1974 7 59 48 22625502 A -- Rec 5.00

STATE OF Illinois
COUNTY OF Cook ss.

Wanda Meessmann, a Notary Public in and for said County, in the presence of the undersigned, DO HEREBY CERTIFY that FRED G. NEBEL AND ARLENE JEAN NEBEL, his wife

personally known to me to be the same person as 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 their homestead.

and notarial seal this 5th day of February, 1974



Wanda Meessmann
Notary Public

5.00

22625502

BOX No. 818

SECOND MORTGAGE
Trust Deed

FRED G. NEBEL AND ARLENE JEAN NEBEL,
his wife

TO

Mount Prospect State Bank,
a corporation of Illinois, Trustee

in

Property:

617 Prospect Manor
Mount Prospect, Illinois
60056

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT