

TRUST DEED—Short Form  
(Ins. and Receiver)

FORM No 831  
JANUARY 1968

GEORGE E. COLE\*  
LEGAL FORMS

JUN 17 63-17-851 HAD  
325

22 752 614

THIS INDENTURE, made this 14th day of June 19 74  
between FRANK PINCENTE and HELEN PINCENTE, his wife,  
of the Village of Brookfield, County of Cook  
and State of Illinois Mortgagor.  
and Commercial National Bank of Berwyn, a National Banking Corporation  
of the City of Berwyn, County of Cook  
and State of Illinois as Trustee.

WITNESSETH THAT WHEREAS, the said Frank Pincente and Helen Pincente, his wife,  
are in justly indebted upon one installment  
principal note in  
the sum of Twenty five thousand and no/100ths (\$25,000.00) Dollars due  
and payable as follows: \$209.12 or more on the 1st day of August, 1974; \$209.12 or  
more on the 1st day of each and every month thereafter until said note is fully  
paid, except that the final payment of principal and interest if not sooner paid  
shall be due and payable on the 1st day of July, 1994, said payments to include

with interest at the rate of 7.9 percent per annum payable monthly on the whole amount of said  
principal sum remaining from time to time unpaid.

7.00

all of said notes bearing even date herewith and being payable to the order of \_\_\_\_\_

Bearer

at the office of Commercial National Bank of Berwyn  
or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and  
bearing interest after maturity at the rate of seven per cent per annum.

Each of said principal notes is identified by the certificate of the trustee appearing thereon.

NOW, THEREFORE, the Mortgagor, for the better securing of the said indebtedness as by the said note evidenced, and the performance of the covenants and agreements herein contained on the Mortgagor's part to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT unto the said trustee and the trustee's successors in trust, the following described real estate situate in the

County of Cook and State of Illinois to wit:

Lot One (1) and the North half of Lot Two (2) in Block Eighty-three (83) in S. E. Gross' 3rd addition to Grossdale, being that part of the W 1/2 of NE 1/4 and E 1/2 of the NW 1/4 lying North of road (now Ogden Avenue) excepting right of way of the Chicago, Burlington and Quincy Railroad, also the E 1/2 of the NE 1/4 lying South of road (now Ogden Avenue) all in Section Three (3), Township Thirty-eight (38) North, Range Twelve (12) East of the 3rd Principal Meridian.

22 752 614

11 KUSHAKOS

# UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor of, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth

And the Mortgagor does covenant and agree as follows To pay said indebtedness and the interest thereon as herein and in said notes provided, to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises, to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired, to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successors in trust, or the legal holder of the note or notes, is hereby authorized to procure the same, and all moneys which may be advanced by said trustee or the trustee's successors in trust or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby, but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable, such election being made at any time after the expiration of said thirty (30) days without notice, and thereafter the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release thereof given until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed there shall be paid First All the cost of such suit including advertising sale and conveyance attorneys' stenographers' and trustees fees outlays for documentary evidence and costs of such abstract and examination of title Second All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes or any of them for any other purpose authorized in this trust deed with interest on such advances at seven per cent per annum Third All the accrued interest remaining unpaid on the indebtedness hereby secured Fourth All of said principal sum remaining unpaid The excess of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or agents on reasonable request

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust to enter into and upon and take possession of said premises and to let the same and receive and collect all rents issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises hereunder all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor and in case of the death, resignation

22-752-614

# UNOFFICIAL COPY

or removal from said Cook County, or other inability to act of said trustee when any action hereunder may be required by any person entitled thereto then Chicago Title Insurance Co. hereby appointed and made successor in trust herein with like power and authority as is hereby vested in said trustee

'Legal holder' referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness or any part thereof or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns

Property of Cook County Clerk's Office

WITNESS the hand 9 and seal 8 of the Mortgagor, the day and year last above written

Frank Pincente (SEAL)  
Frank Pincente

Helen Pincente (SEAL)  
Helen Pincente

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

The note or notes mentioned in the within trust deed have been

identified herewith under Identification No. \_\_\_\_\_

\_\_\_\_\_  
Trustee

22 752 614

UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook

I, James M. Helebrant, Notary Public in and for said County in the  
County of COOK BY CERTIFY Frank Pincente and Helen Pincente, his wife,  
are  
persons who are single and  
appeared before me this 12th day of June, 1974, and they acknowledged to me that the  
instrument is their own voluntary act and deed and that they intended to execute and  
waiver of the right of homestead.

Given under my hand and notarial seal this 12th day of June, 1974.  
Notary Public  
Commission Expires May 6, 1978

*James M. Helebrant*  
Notary Public

COOK COUNTY REC. NO. \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
JUN 17 '74 12 41 F

22752614

**Trust Deed**

Insurance and Receiver

TO  
Frank Pincente and Helen Pincente,  
his wife

Commercial National Bank of Berwyn,  
a National Banking Corporation

ADDRESS OF PROPERTY

1000 Sunnyside Avenue  
Brookfield, Illinois 60513

*Book 53*  
Commercial National Bank of Berwyn  
3322 South Oak Park Avenue  
Berwyn, Illinois 60602

GEORGE E. COLE  
LEGAL FORMS

INDEXED DOCUMENT