

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO 202NW

22 887 194

This Indenture, WITNESSETH, That the Grantors

CAMIEL CORNELIS AND MARY MERKEL, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Sixty six hundred seventy five and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DECONNA, Trustee

of the City of Chicago 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 following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:

Lot 8 (except the South One Foot thereof) in Block 1 of the subdivision of the West 838 feet of Lots 1 and 2 in the partition of LOT 1, 10 and 11 in Assessor's Division of part of the South West Quarter of Section 20, Township 41, North, Range 14, 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 CAMIEL CORNELIS and MARY MERKEL

justly indebted upon their one principal promissory note bearing even date herewith, payable NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Sixty six hundred seventy five and 00/100 Dollars (\$675.00) payable in 59 successive monthly instalments each of \$111.25 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 2nd day of June 1974, and on the same date of each month thereafter until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 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 grantor 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, 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 insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 hereon, 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 the date 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 of said indebtedness were then matured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract covering 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 grantor or any holder of any part of said indebtedness, as such, may be party, shall also be paid by the grantor, and 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, and a foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then

August G. Merkel 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 grantor 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 1st day of October A. D. 1974

Camiel Cornelis (SEAL)

Mary Merkel (SEAL)

(SEAL)

(SEAL)

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State of Illinois
County of Cook

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
CAMEL CORNELIS and MARY CORNELIS, his wife

personally known to me to be the same person whose name is 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
day of October A. D. 1978

Robert E. ...
Notary Public
Expire 8-20-1978



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Property of Cook County Clerk's Office

Box No. 246
SECOND MORTGAGE
Trust Deed

CAMEL CORNELIS and
MARY CORNELIS, his wife
TO
JOSEPH DEZORNA, Trustee

THIS INSTRUMENT IS FILED FOR RECORD IN
Cook County Illinois
X *La. ...*

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RECORDED DOCUMENT