

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

23 858 392

THIS INDENTURE, WITNESSETH, That Michael Marola Sr. and Grace Marola, 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
Seven Thousand Two Hundred Seventy Two and no/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 hereafter 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 4, Except the North 12 Feet thereof, North 16 feet of Lot 5, in
 Block 8, in Vendlev's and Company Berkeley Gardens, being a subdivision
 of part of the North East quarter (Village) North of the center line of St.
 Charles Road, of 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 Michael Marola Sr. and Grace Marola, his wife
 justly indebted upon Installment ~~promissory note~~ bearing even date herewith, payable
72 Monthly Payments of \$101.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said deed 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
 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 second, to the Trustee herein, as their interests may appear,
 which policies shall be left and remain with the said Mortgagees or Trustees 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 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 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 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 dec-
 ree 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 any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
 out 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, removal from said Cook County of the grantee, or of his resignation,
 refusal or failure to act, then Chicago Title Insurance 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 19th day of March, 1977

"THIS INSTRUMENT WAS PREPARED BY"
Julianne Tracasso Michael Marola Sr. (SEAL)
Grace Marola (SEAL)
 BANK OF COMMERCE IN BERKELEY
 5500 ST. CHARLES ROAD
 BERKELEY, ILL. 60163

23 858 392

11/19

UNOFFICIAL COPY


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MAR 22 1977 343878 # 20113024 A

STATE OF Illinois }
COUNTY OF Cook } ss.

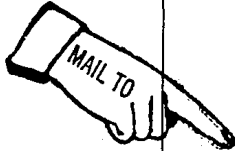
I, Mary Jo Steinhebel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Marola Sr. and Grace Marola, his wife

personally known to me to be the same persons 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 19th day of March, 19 77.

Mary Jo Steinhebel
Notary Public



23855392

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|-------------------|-----------------|----|---|
| BOX No. | SECOND MORTGAGE | TO |  |
| Trust Deed | | | |

END OF RECORDED DOCUMENT