

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

23 394 261

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Eugene B. Pence and Betty L. Pence, his wife

(hereinafter called the Grantor), of the Village of Hillside County of Cook and State of Illinois, for and in consideration of the sum of Ten thousand five hundred eighty six and 40/100 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 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, 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 Hillside County of Cook and State of Illinois, to-wit:

Lot 5 in North Hillside Manor, being a Subdivision of part of the North half of the East half of the Southeast Fractional quarter of Section 7, Township 39 North, Range 12, East of the Third Principal Meridian, lying North of the Right-of-Way of the Chicago Great Western Railroad Company 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 Eugene B. Pence and Betty L. Pence, his wife justly indebted upon Installment principal promissory note bearing even date herewith, payable

120 monthly payments of \$8.22

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 taxes on 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; (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 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 moneys 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, on 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 foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing 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 decree 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 appointment 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, then Fred Fosco 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 14th day of February, 1976

"THIS INSTRUMENT WAS PREPARED BY"

Walter R. McHugh

BANK OF COMMERCE IN BERKELEY
5300 ST. CHARLES ROAD
BERKELEY, ILL. 60163

Eugene B. Pence (SEAL)

Betty L. Pence (SEAL)

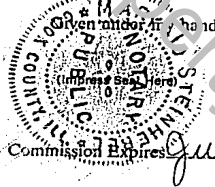
23 394 261

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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 Eugene B. Pence and Betty L. Pence 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 14th day of February, 19 76.

Mary Jo Steinhebel
Notary Public

REGISTERED DEED
COOK COUNTY ILL. 1976 FEB 20 11 29 15
FEB-20-76 143788 23394261 - A - Rec 10.00

10⁰⁰ E

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



23394261
GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT