

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No 7202  
September, 1973

24438614

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Bonnie L. Barclay formerly known as Bonnie L. Kondzerski, Kenneth J. Barclay, her husband and Irene Sanders, divorced and not remarried (hereinafter called the Grantor), of 1544 Morris Avenue Berkeley Illinois (the and Street) (City) (State)

for and in consideration of the sum of Eleven Thousand Seven Hundred Thirty five and 20/100--Dollars in hand paid, CONVEY AND WARRANT to Bank of Commerce in Berkeley Illinois (the and Street) (City) (State)

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, 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 City of Berkeley Illinois of Cook County of Illinois, to-wit:

Lot 170 (except the North 30 feet) and that part of Lot 171 in J. W. McCormack's Western Land, being a Subdivision in the West 1/2 of fractional section 8, Township 33 North, Range 12 East of the Third Principal Meridian, North of the Indian Boundary Line, lying South of a line running from a point in the West line of Fractional Section 8, aforesaid 1999.35 feet north of the intersection of said West line with the Indian Boundary Line, to a stone in the Indian Boundary Line 1650.31 feet, more or less, North of the intersection of the Indian Boundary Line with the North Line of the Right of Way of Chicago and Great Western Railway Company.

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 Bonnie L. Barclay formerly known as Bonnie L. Kondzerski, Kenneth J. Barclay her husband and Irene Sanders, divorced and not remarried jointly indebted upon promissory note bearing even date herewith, payable

120 monthly payments of \$164.46 beginning June 15, 1978

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 hereon each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that no title 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 mortgage indebtedness, with loss clause attached payable first, to the 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 of the site set 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, if money so paid, the Grantor agrees to repay immediately without demand, and the interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured herein.

In the event of a breach of any of the aforesaid covenants or agreements the whole or 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 such interest thereon from time of such breach at eight 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, 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, delays 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 title expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, at 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 the 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 in 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 without notice to the Grantor, or 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.

The name of a first successor is Bonnie L. Barclay and Irene Sanders County of the grantee, or of his resignation, in the event of the death or removal from said Cook County of said grantee, or of his resignation, 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 2nd day of May, 1978.

Bonnie L. Barclay (SEAL)

Kenneth J. Barclay (SEAL)

Irene Sanders (SEAL)

This instrument was prepared by

Warren L. McElroy (NAME AND ADDRESS) Berkeley, Ill.

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1978 MAY 9 AM 12:24

STATE OF Illinois

COUNTY OF Cook

MAY-9 1978

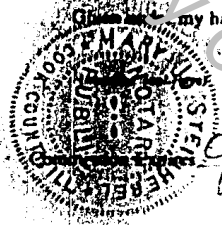
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10.00

I, Mary Jo Steinhel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bonnie L. Barclay formerly known as Bonnie L. Kondzorski, Kenneth J. Barclay, her husband and Irene Sanders, divorced and not re-married personally known to me to be the same person, 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.

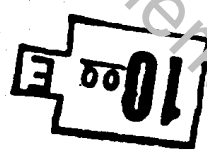


my hand and notarial seal this 2nd day of May, 19 78

*Mary Jo Steinhel*  
Notary Public

24438814

*July 11, 1978*



BOX No.

SECOND MORTGAGE  
Trust Deed

TO

BANK OF COMMERCE  
5500 ST. CHARLES RD.  
BERKELEY, ILL. 60163



BANK OF COMMERCE  
5500 ST. CHARLES RD.  
BERKELEY, ILL. 60163

GEORGE E. COLE  
LEGAL FORMS