

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24477511

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Robert A. Fencil and Mary E. Fencil, his wife

(hereinafter called the Grantors), of 1354 Hull Westchester Illinois

for and in consideration of the sum of Eleven Thousand Two Hundred Forty One and 60/100 Dollars

in hand paid to CONVEY AND WARRANT to Bank of Commerce in Berkeley
of 5500 St. Charles Road Berkeley 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, 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 Westchester, County of Cook and State of Illinois, to-wit:

Lot 380 (except the South 15 feet thereof) and Lot 381 (except the North 5 feet thereof) in George J. Nixon and Company's Terminal Addition to Westchester in the North half of Section 21, 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 Robert A. Fencil and Mary E. Fencil, his wife

justly indebted upon Installment promissory note bearing even date herewith, payable

120 monthly payments of \$93.63 beginning July 15, 1973

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 hereunder 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 on said premises shall not be committed or suffered; (5) to keep all buildings, structures or other improvements on said premises insured in companies approved by the grantee herein, who is hereby authorized to place such insurance in companies ascertained by the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee of Mortgage, and see to it the Trustee herein as their interest 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 premiums, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to pay taxes or assessments, or of non-payment of interest, or of non-payment of assessments, or of discharge or purchase any tax lien or lien affecting said premises, or of non-payment of principal, or of non-payment of interest thereon from time to time, and all moneys so paid, the Grantor agrees to repay or reimburse the said Mortgagee or Trustee with interest thereon from the date of payment at eight per cent per annum shall be a condition of any release, satisfaction or discharge of the indebtedness.

IN THE EVENT of a breach of any of the foregoing covenants or agreements, the whole or said indebtedness, including principal and accrued interest, shall, at the option of the legal holder hereof, with or without notice, become immediately due and payable, and with 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 it had matured.

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, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, abstractor's fees, foreclosing decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by the foreclosure hereof, shall be paid by the Grantor or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the Grantor. Any such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in the sale price of said premises, and shall be paid in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be deemed null, void or set aside until all such expenses and disbursements, and the costs of such proceedings, have been paid. The Grantor, the Grantor and for the heirs, executors, administrators and assigns of the Grantor, and any holder of any part of said indebtedness, do hereby agree to indemnify and hold the legal holder of said premises, pending such foreclosure proceedings, and agrees that upon the filing of any such complaint or suit, filed in the event in which such complaint is filed, at once and without notice to the Grantor, the legal holder of said premises, shall appoint a receiver to take possession of and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of the Trustee is Robert A. Fencil and Mary E. Fencil, Cook County of the grantor, or of his resignation, refusal or failure to act, then Chicago Title Insurance Co. of said County is hereby appointed to be first successor in the 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 3rd day of June 1973

Robert A. Fencil (SEAL)
Mary E. Fencil (SEAL)

This instrument was prepared by Warren L. McElroy Berkeley, Ill.
(NAME AND ADDRESS)

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1978 JUN 6 AM 11 25

STATE OF Illinois
COUNTY OF Cook

I, Mary Jo Steinhebel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Fencel and Mary E. Fencel, 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 her estate.

Given under my hand and notarial seal this 3rd day of June, 1978.

(Impress Seal Here)

Mary Jo Steinhebel
Notary Public

Commission Expires June 21, 1981

10.00

2447751

BOX No.
SECOND MORTGAGE
Trust Deed

to
BANK OF COMMERCE
5500 ST. CHARLES RD
BERKELEY, ILL. 60221



BANK OF COMMERCE
5500 ST. CHARLES RD
BERKELEY, ILL. 60221

GEORGE E. COLE
LEGAL FORMS

OF RECORDED DOCUMENT