

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

20110841

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Eugene C. Nelson and Shirley J. Nelson, his wife,

(hereinafter called the Grantor), of 4921 Damen Avenue, Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Thousand Two Hundred and Six and 24/100----- Dollars,
in hand paid, CONVEY AND WARRANT to Bank of Commerce & Industry
of 6100 N. Northwest Highway, Chicago, IL
(No. and Street) (City) (State)

and to his successor, 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 Chicago, County of Cook and State of Illinois, to-wit:

LOT 25, IN BLOCK 3, IN NORTH RAVENSWOOD, BEING A SUB OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, IS TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness, The Grantor Eugene C. Nelson and Shirley J. Nelson, his wife,
justly indebted upon \$10,206.24 principal promissory note bearing even date herewith, payable

in 47 successive monthly instalments of \$212.63 each and a final instalment, which shall be \$212.63 beginning on February 15, 1979 and thereafter on the same day of each subsequent month until paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon herein and said note or notes, provided, or according to any agreement extending time of payment; (2) to pay when due 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, or that would destroy or damage said premises shall not be committed or suffered; (4) to keep all buildings, fixtures or at any time on said premises required by covenants or agreements of 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 *pro rata* to the first Trustee or Mortgagee, and, second, to the first beneficiary, then interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, or to pay all premiums and interest, 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 principal and 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 such expenses, and the same with interest thereon as in the date of payment, at eight 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 penalty 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 eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, in all 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 evidences, stenographer's charges, cost of procuring a court-pleting abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor and the expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or 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 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 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.

The name of a record owner is: Eugene C. Nelson and Shirley J. Nelson, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, when Bank of Commerce & Industry 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 13th day of January, 1979
Identification No. 791301

Bank of Commerce & Industry

Trustees

Eugene C. Nelson

(SEAL)

Shirley J. Nelson

(SEAL)

By:

Vice President

This instrument was prepared by Green, 77 W. Washington, Chicago, IL

(NAME AND ADDRESS)

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1979 JAN 23 PM 2 50

STATE OF Illinois

COUNTY OF Cook

SS.

I, [Signature], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eugene C. Nelson and Shirley J. Nelson, 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 13th day of January, 19 79.

Press Seal Here!



Notary Public

BOX No. _____

**SECOND MORTGAGE
Trust Deed**

Eugene C. Nelson and Shirley J. Nelson

to

Bank of Commerce & Industry



MAIL TO: BANK OF COMMERCE & INDUSTRY
6100 N. NORTHWEST HIGHWAY
CHICAGO, ILLINOIS 60631

24512841
GEORGE F. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT

Property of Cook County Clerk's Office

RECORDER OF DEEDS
COOK COUNTY, ILLINOIS



CHIEF DEPUTY RECORDER
JOHN L. RICE
ADMINISTRATIVE ASSISTANT
HARRY "BOB" YOURELL

FROM
LINDA R. OLSEN

CERTIFICATE OF ADDITIONS

THIS IS TO CERTIFY THAT THE MICROFILMED
IMAGES APPEARING ON THIS ROLL OF FILM
BETWEEN START ADDITIONS AND END ADDITIONS
ARE TRUE AND ACCURATE IMAGES OF THOSE
DOCUMENTS OF THE RECORDER OF DEEDS,
COOK COUNTY, ILLINOIS, WHICH WERE MISSING
OR PROVED UNREADABLE UPON INSPECTION OF
THE ORIGINAL ROLL, AND ARE TO BE SPLICED
TO SUCH ORIGINAL ROLL FOR ITS COMPLETION.

M. Fratish
CAMERA OPERATOR