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25840781

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Abraham Holcman and Ester Holcman, his wife and Adam Holcman
 (hereinafter called the Grantor), of 7247-49 N. Hamilton Chicago Illinois
 (NUMBER AND STREET) (CITY) (STATE)
 for and in consideration of the sum of Twenty Five Thousand and no/100----(\$25,000.00) Dollars
 in hand paid, CONVEY AND WARRANT to Commercial National Bank of Chicago
 of 1800 N. Western Avenue Chicago, Illinois,
 (NUMBER AND STREET) (CITY)
 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 every thing 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 11 in Congdon's Ridge addition to Rogers Park being a Subdivision of South 50 acres of the South West Fractional 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line 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 S Abraham Holcman and Ester Holcman, his wife and
 justly indebted upon their principal promissory note bearing even date herewith, payable on demand. If there shall be any change in ownership of the premises covered hereby without the consent of the holder of the Note secured by this Trust Deed, the entire principal balance and all accrued interest shall become due and payable at the election of the holder of the Note and foreclosure proceedings instituted thereon. A Lease with option to purchase, a contract to sell the real estate, or an assignment in part or in whole of the beneficial interest in a Land Trust owning the real estate shall be deemed a change in ownership for the purposes of this covenant.

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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 prior to the due date of 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 approved by the grantee herein, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their sureties appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all property taxes, assessments, 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 subject 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the maximum rate provided by law, and 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, be immediately due and payable, and with interest thereon from time of such breach at the maximum rate provided by law and 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 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 trustee 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 his 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.

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 _____ 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 S and seal S of the Grantor S this 10th day of April, 1981.

x Abraham Holcman (SEAL)
 Abraham Holcman

x Ester Holcman (SEAL)
 Ester Holcman

Identification No. _____

This is to certify that this is the Trust Deed described in note of even date.

COMMERCIAL NATIONAL BANK OF CHICAGO

x Adam Holcman
 Adam Holcman

By Joseph G. Glad TRUSTEE
 Assistant Vice President

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Abraham Holcman and Ester Holcman, his wife, and Adam Holcman personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me 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 10th day of April, 19 81.



[Handwritten Signature]
Notary Public

1981 APR 16 PM 4 19
APR-16-81 439966 25848781 REC 10.00



BOX NO. **490**

SECOND MORTGAGE

Trust Deed

ABRAHAM HOLCMAN AND ESTER HOLCMAN,

HIS WIFE, AND ADAM HOLCMAN

TO

COMMERCIAL NATIONAL BANK OF CHICAGO

25848781

END OF RECORDED DOCUMENT