

UNOFFICIAL COPY

1ST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

25248536

GEORGE E. COLE*
LEGAL FORMS

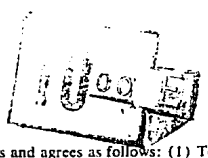
THIS INDENTURE, WITNESSETH, That EXCHANGE NATIONAL BANK OF CHICAGO, as Trust #29961 dated March 18, 1975 and not individually (hereinafter called the Grantor), of the City of Chicago County of Cook State of Illinois, for and in consideration of the sum of EIGHT THOUSAND SEVEN HUNDRED FORTY SEVEN AND 04/100 Dollars (hereinafter called the "MORTGAGE") to Joseph R. Berube of Rolling Meadows County of Cook and State of Illinois (hereinafter called the Grantee), 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 15 in Campbell's Subdivision of block 13 in Morris and other Subdivision of the West 1/2 of the South West 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

RECORDED
1979 NOV 20 AM 10 03
NOV-20-79 2 5 7 9 6 25248536 A - REC 10.00

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 Exchange National Bank of Chicago as Trust #29961 dated March 18, 1975 is indebted upon \$8,747.04 principal promissory note bearing even date herewith, payable in 72 consecutive monthly installments of \$121.75 each.



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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 principal 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 on 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 as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 so to insure, or pay taxes or assessments of 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 money 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 and 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, 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, 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 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, and 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 rights 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 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.

REBER ATTORNEY MADE

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, or Chicago Title and Trust Company 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 said covenants and agreements are performed, the grantor 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 30th day of October, 1979
EXCHANGE NATIONAL BANK OF CHICAGO (SEAL)

THIS INSTRUMENT WAS PREPARED BY
JEROME A. MAHER
1210 CENTRAL AVENUE
WILMETTE, ILLINOIS

(SEAL)
Vice President

UNOFFICIAL COPY

Property of Cook County

COOK COUNTY CLERK'S OFFICE
RECEIVED
NOV 19 1934
MADE A PAINT HERE

THIS TRUST DEED is executed by Exchange National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Exchange National Bank of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note executed shall be construed as creating any liability on said First Party or on said Exchange National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Exchange National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Exchange National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Treasurer-Trust Officer the day and year first above written.

EXCHANGE NATIONAL BANK OF CHICAGO As Trustee as aforesaid and not personally

By [Signature] VICE-PRESIDENT-TRUST OFFICER

Attest [Signature] ASSISTANT TREASURER-TRUST OFFICER

EILEEN J. WEISBROD

STATE OF ILLINOIS: A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that BEN A. ROSEN
COUNTY OF COOK: Vice President-Trust Officer of EXCHANGE NATIONAL BANK OF CHICAGO, and MELVIN J. KOSTER



Each Trust Officer of said Bank, who are personally known to me to be the same persons whose names are respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Treasurer-Trust Officer then and there acknowledged that said Assistant Treasurer-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as and Assistant Treasurer-Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of November, 1934
Eileen J. Weisbrod
Notary Public

252485

END OF RECORDED DOCUMENT