

21061973

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That COM-CO INSURANCE AGENCY, INC.
 (hereinafter called the Grantor), of 3421-25 W. Dempster Skokie Illinois
 (NUMBER AND STREET) (CITY) (STATE)
 for and in consideration of the sum of Fifty Thousand and No/100----- (\$50,000.00)
 Dollars
 in hand paid, CONVEY AND WARRANT to Commercial National Bank of Chicago
 of 400 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 Village of Skokie County of Cook and State of Illinois, to-wit:

Lots 9 and 10 in Block 19 in North Side Realty Company's Dempster Golf Course subdivision in the North East 1/4 of Section 23, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
 WHEREAS, The Grantor Com-Co Insurance Agency, Inc. justly indebted upon its principal promissory note bearing even date herewith, payable On Demand.

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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 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 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 Trustee herein, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest 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 and subsequent 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 incumbrances or the 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 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 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 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 Grantor 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 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 inability to act, then Herbert J. Spaulding 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 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 S. this 16th day of November, 19 81
COM-CO INSURANCE AGENCY, INC.
 X Herbert J. Spaulding, President (SEAL)
 X Daniel J. Murphy, Secretary (SEAL)

Identification No. 111681
 This is to certify that this is the Trust Deed described in note of even date.
 COMMERCIAL NATIONAL BANK OF CHICAGO
 By Joseph B. Glab
 Assistant Vice President TRUSTEE

STATE OF Illinois
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Com-Co Insurance Agency, Inc. AND

Herbert J. Spalding and Daniel J. Murphy personally known to me to be the same person s whose name 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 its free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 16th day of November, 19 81



Christine Foley
Notary Public

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BOX NO.
SECOND MORTGAGE
Trust Deed

TO



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RIDER ATTACHED TO AND EXPRESSLY MADE A
PART OF THAT CERTAIN NOTE/TRUST DEED
DATED NOVEMBER 16, 1981
EXECUTED BY Com-Co Insurance Agency, Inc.
and Herbert J. Spaulding

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgage premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby immediately due and payable. The acceptance of any payment after any such transfer shall not be construed as a consent of the mortgagee to such transfer, nor shall it affect the mortgagees right to proceed with such action as the mortgagee shall deem necessary.

26064973

COM-CO INSURANCE AGENCY, INC.

Herbert J. Spaulding
Herbert J. Spaulding, President

Daniel J. Murphy
Daniel J. Murphy, Secretary

Herbert J. Spaulding
Herbert J. Spaulding, Individually

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