

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

27020270

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MOUNIR N. MORCOS AND NADIA B. MORCOS, his wife

(hereinafter called the Grantor), of 269 Dover Lane, Des Plaines, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of SEVENTY NINE THOUSAND TWO HUNDRED NINETEEN & 56/100
in hand paid, CONVEY AND WARRANT to BANK OF COMMERCE & INDUSTRY
of 6100 N. Northwest Highway, Chicago, Illinois 60631
(No. and Street) (City) (State)

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 City of Des Plaines County of Cook and State of Illinois, to-wit:

PARCEL 1:
THAT PART OF LOT 1 OF ZEMON'S CAPITOL HILL SUBDIVISION UNIT NUMBER 9 BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 BEING 145.00 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, SOUTH 1 DEGREES 39 MINUTES 26 SECONDS EAST A DISTANCE OF 28.00 FEET THENCE SOUTH 88 DEGREES 20 MINUTES 34 SECONDS WEST A DISTANCE OF 101.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, THENCE NORTH ALONG THE SAID WEST LINE NORTH 1 DEGREES 39 MINUTES 26 SECONDS WEST, A DISTANCE OF 28.0 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 101.0 FEET TO THE POINT OF BEGINNING.

ALSO

27020270

PARCEL 2:
EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED DATED AUGUST 14, 1962 AND RECORDED SEPTEMBER 5, 1962 AS DOCUMENT NUMBER 18581837 MADE BY D.S.P. BUILDING CORPORATION, AND ILLINOIS CORPORATION, AND ALSO CONTAINED IN DOCUMENT NUMBER 18571392 AND IN DOCUMENT NUMBER 18553110; IN OC NUMBER 18658178 AND AS CREATED BY THE DEED FROM D.S.P. BUILDING CORPORATION, A CORPORATION OF ILLINOIS, TO BETH ANN MARKS DATED DECEMBER 20, 1967 AND RECORDED DECEMBER 20, 1967 AS NUMBER 20360584 IN COOK COUNTY, ILLINOIS FOR THE BENEFIT OF PARCEL ONE FOR INGRESS AND EGRESS.

Clerk's Office

RECORDED

Property of Cook County MORTGAGE

Accepted 9.09.84

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF

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 MOUNIR N. MORCOS and NADIA B. MORCOS justly indebted upon BANK OF COMMERCE & INDUSTRY principal promissory note bearing even date herewith, payable in 84 successive monthly instalments of Nine Hundred Forty Three and 09/100 Dollars (\$943.09) each beginning on April 15, 1984 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, as herein and in 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; (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 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, secondly, 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, or 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from 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 whole or 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, 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 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, 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 claims 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: Mounir N. Morcos and Nadia B. Morcos

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to execute 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 hands and seal of the Grantor S this 15th day of March, 1984

BANK OF COMMERCE & INDUSTRY x m. morcos (SEAL)
BY Don Levy, Vice President x Nadia B. Morcos (SEAL)
Nadia B. MORCOS

This instrument was prepared by Harold J. Green, 77 W. Washington St., Chgo, IL 60602
(NAME AND ADDRESS)

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UNOFFICIAL COPY

Eleanor C. Pope

RECORDED

STATE OF ILLINOIS)
COUNTY OF COOK) ss. MAR-27-84 678238 • 27020270 - A - REC 11.20

I, Eleanor C. Pope, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mounir N. Morcos and Nadia B. Morcos

personally known to me to be the same person s whose name s 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 15th day of March, 1984.

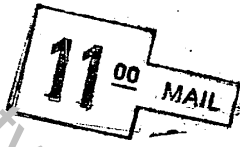
(Impress Seal Here)

Eleanor C. Pope
Notary Public

Edw. J. Blawie

Commission Expires _____ My Commission Expires 11-5-85

RECORDS OF DEEDS
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COOK COUNTY, ILLINOIS
FILED FOR RECORD
1984 MAR 27 AM 10:57

27020270

BOX No. _____
SECOND MORTGAGE
Trust Deed

MOUNIR N. MORCOS AND NADIA B. MORCOS
TO
BANK OF COMMERCE & INDUSTRY

Address of Property:
269 Dover Lane
Des Plaines, IL

MAIL TO: Bank of Commerce & Industry
6100 N. Northwest Highway
Chicago, Illinois 60631

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT