

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 **27023680**

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Melrose Park National Bank Trust #2497 dated July 21, 1978 and not personally

(hereinafter called the Grantor), of 17th Avenue and Lake Street, Melrose Park, Illinois 60160
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty thousand plus interest Dollars

in hand paid, CONVEY AND WARRANTS to Bank of Commerce in Berkeley
of 5500 St. Charles Road, Berkeley, Illinois 60163
(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 Village of Melrose Park County of Cook and State of Illinois, to-wit:

Lot 18 in the North 1/2 of Lot 17 in Block 79 in Melrose in Section 3, Township 39 North, Range 12 East of the Third Principal Meridian, 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 Melrose Park National Bank Trust #2497 and not personally justly indebted upon installment promissory note bearing even date herewith, payable in 90 monthly payments.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due, 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) to insure 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, 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 money 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 and costs 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 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 right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of an 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 record owner is: Melrose Park National Bank Trust #2497 not personally
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his legal heirs, or of his personal representative, or of his executor, administrator, or assign, the person who shall then be the acting trustee of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements herein are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

refusal or failure to act, then Chicago Title Insurance Company of said County is hereby appointed to be second 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 trustee of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements herein 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 23rd day of March

MELROSE PARK NATIONAL BANK TRUST #2497
and not personally

By: [Signature]
Vice President

ATTEST [Signature]

This instrument was prepared by L. T. Hoppe, Bank of Commerce, Berkeley, Illinois 60163
(NAME AND ADDRESS Asst. Secretary)

Executed and delivered by the MELROSE PARK NATIONAL BANK, by its duly authorized officer, for the purpose of binding the herein described premises, the personal liability or responsibility is assumed by the MELROSE PARK NATIONAL BANK, by virtue hereof, all such personal liability, if any, being expressly waived and released by all other parties hereto, and those claiming through or under them.

27023680

UNOFFICIAL COPY

STATE OF _____ }
COUNTY OF _____ } SS.

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 Barbara J. Karg

Vice President of MELROSE PARK NATIONAL BANK, A National Banking Association,
and Joanne M. Pievitz

Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, 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 Asst. Secretary then and there acknowledged that he/she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her 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 27th day of March, A.D. 84

Clemens Rodow
Notary Public

FORM 5638 BANKFORMS, INC.

Box No. _____

Mail to _____

For information only insert street address of above described property.

27023680

Document Number

Property of Cook County Clerk's Office

UNOFFICIAL COPY

I, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____ day of _____, 19____

(Impress Seal Here)

Notary Public

Commission Expires _____

Angie R. Olson

RECORDED AT
COOK COUNTY

MAR 29-04 3 7 8 6 3 5 • 27023680 • A -- Rec 11.00

29 MAR 84 10: 45

11.00 *ES*

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO

BANK OF COMMERCE
5500 ST. CHARLES RD.
BERKELEY, ILL. 60163

27023680

END OF RECORDED DOCUMENT