

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

311195

This Indenture, WITNESSETH, That the Grantor **WILLIAM D. BELL and VIOLET BELL, his wife**

of the Village of Elmwood Park County of Cook and State of Illinois
for and in consideration of the sum of Eleven thousand eighty and 44/100 Dollars
in hand paid, CONVEY. AND WARRANT to **JOSEPH DEZONNA, Trustee**

of the City of Chicago County of Cook and State of Illinois
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, 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 Elmwood Park County of Cook and State of Illinois, to-wit:

Lot 5 (except the South 50 feet thereof) in Block 20 in the subdivision of
the First Addition to Ellsworth, in the East 1/2 of the Southwest 1/4 of
Section 25, Township 40 North, Range 12, East of the Third Principal
Meridian, according to the plat thereof recorded July 26, 1892 in Book
56 in Plats, Page 18 as Doc. 1706944 in Cook County, Illinois, commonly
known as 2414 North 76th Court, Elmwood Park, Illinois.

Permanent Tax No. 2-25-331-019

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 **WILLIAM D. BELL and VIOLET BELL, his wife**
their

justly indebted upon one principal promissory note, bearing even date herewith, payable
to **STONE CONSTRUCTION CO.** and assigned to **Northwest National Bank** for the sum of
Eleven thousand eighty and 44/100 dollars (\$11,080.44)
payable in 84 successive monthly installments each of 131.91 due
on the note commencing on the 6th day of Feb. 19 86 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

The Grantors covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment, (2) to pay prior to 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 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, second, to the Trustee herein as their interests may appear, which policies shall be full and remain with the said Mortgagee or Trustee 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 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 agree 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 above 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, 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 complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises, including foreclosure decree 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 deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right in the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Thomas S. Larsen of said County is hereby appointed to be first successor in the 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 this 23rd day of December A. D. 19 85

William D. Bell (SEAL)
Violet Bell (SEAL)
(SEAL)
(SEAL)

85311195

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

WILLIAM D. BELL and

VIOLET BELL, his wife

TO

JOSEPH DESONNA, Trustee

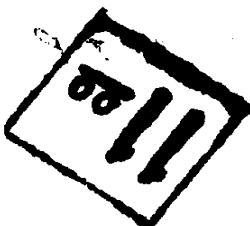
THIS INSTRUMENT WAS PREPARED BY:

Robert E. Kowicki

Northwest National Bank
3985 Milwaukee Ave,
Chicago, Illinois 60641

85-34495

Property of Cook County Clerk's Office



DEPT-01 RECORDING 011.00
T#0352 TMM 1072 12/31/85 09:24:00
#2461 # C # 85-34495

I, *Alex M. Power*
Notary Public in and for said County, in the State aforesaid, do hereby certify that
WILLIAM D. BELL and VIOLET BELL, his wife
personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X 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 rights of homestead.
GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 23rd day of December A. D. 1985
[Signature]
Notary Public

State of Illinois }
County of Cook }
SS.