

24 630 676

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

THIS INDENTURE, WITNESSETH, That the Grantors, Edmund A. Schaar, a widower of the city of Mt. Prospect, County of Cook and State of Illinois for and in consideration of the sum of Fourteen Thousand Eight Hundred Seventy One & 00/100 Dollars in hand paid, CONVEY AND WARRANT to Ruben Harris, as Trustee of the Intercontinental Center of the city of Maywood, County of Cook and State of Illinois as trustee, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements hereinafter 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 Mt. Prospect, County of Cook and State of Illinois, to-wit:

Lot 424 in Brickman Manor First Addition Unit No. 4, being a subdivision of the south 1/2 of Section 26, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

24 630 676

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 Grantors are justly indebted upon one principal promissory note bearing even date herewith, payable in the sum of

Fourteen Thousand Eight Hundred Seventy One & 00/100 (\$ 14871.00--) payable in sixty (60) equal and successive monthly installments of Two Hundred Fourty Seven & Eighty Five/100 (\$ 247.85--) each beginning November 29, 1977 and ending October 29, 1982

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest hereon, 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 building 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 of Mortgage, and second, to the Trustee herein as incumbencies, 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 incumbencies or the interest thereon when due, the grantee or the holder of all prior incumbencies and the interest thereon from time to time; and all money so paid, the grantors agree to pay 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 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof— including reasonable solicitor'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 grantors; 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 grantors. 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 foreclosure proceedings; and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors and administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 grantors, or to any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Melvin Cohen of said County is hereby appointed to be first successor in this trust; and if or successor in this trust. And when all the aforesaid covenants and agreements are performed, the acting Recorder of Deeds of said County is hereby appointed to release the parties entitled on receiving his reasonable charges.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

WITNESS his hand and seal this 25th day of October, 1977.

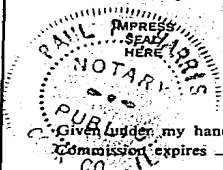
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) (Seal) Edmund A. Schaar (Seal) Edmund A. Schaar (Seal)

County of COOK ss., I, the undersigned, a Notary Public in and for said County, State of Illinois, in the State aforesaid, DO HEREBY CERTIFY that Edmund A. Schaar, a widower

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 he signed, sealed and delivered the said instrument as his 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 official seal, this 25th day of October, 1977. Commission expires July 5th, 1981. Edmund A. Schaar Notary Public

This instrument was prepared by Ruben Harris, Intercontinental Center, Maywood, IL (Name) (Address) 60153



UNOFFICIAL COPY

1978 SEP 18 AM 11 39

RECORDERS OF DEEDS
COOK COUNTY ILLINOIS

RECORDED *Shirley Wilson*

SEP-18-78 134101 24630676 A - REC 10.00

Property of Cook County Clerk's Office

10.00

24630676



FARRIS LOAN & MORTGAGE CORP.
Intercontinental Center, Suite 300
Eisenhower Expwy. at First Ave.
Maywood, Illinois 60153