

SECOND MORTGAGE FORM (Illinois)

JANUARY, 1959

LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That Marianne LeBrun 24 673 735

(herein after called the Grantor), of the City of Des Plaines County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand Six hundred fifty-two and 16/100 Dollars in hand paid, CONVEY AND WARRANT to The Des Plaines Bank of the City of Des Plaines 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, 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:

Lot 1 in Westminster Subdivision of part of the West 1/2 of the North West 1/4 of Section 24, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to declaration of Condominium made by Central National Bank, as trustee under trust agreement dated October 25, 1972 and known as Trust Number 19322, recorded in the office of the Recorder of Deeds Cook County, Illinois as Document 22213743 together with an undivided 3.6 per cent interest in said parcel (excepting from said parcel all the property and space consisting all the units thereof as defined and set forth in said declaration and survey).

24 673 735

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 Marianne LeBrun justly indebted upon principal promissory note bearing even date herewith, payable

payable in 96 consecutive monthly installments of \$79.71 beginning on November 15, 1978.

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 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 grantee herein as their interests may appear, which policies shall be left 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 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 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 in 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, salaries for documentary evidence, stenographer's charges, cost of preparing 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, what 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 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.

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then County 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 hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the proceeds of 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 9th day of October 1978

Marianne LeBrun (SEAL)

This instrument was prepared by Richard B. Gould, Attorney At Law 1100 W. Northwest Hwy., Mt. Prospect, IL 60056

State of Illinois }
County of Cook } ss.

I, Cynthia Kowynia
a Notary Public in and for said County, in the State aforesaid, Do Herewith Certify that
Marianne LeBrun



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 she signed, sealed and delivered the said instrument as her 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 9th
day of October, A. D. 1978.

Cynthia Kowynia
Notary Public.

My Commission Expires
May 28, 1980

OCT 17 9 37 AM '78

REC-RECORD OF DEEDS
COOK COUNTY, ILL. DEPT. OF REVENUE
17-78 152630

RECEIVED Elizabeth

24673735 A - REC 10.00

10⁰⁰



Doc No. _____
SECOND MORTGAGE
Trust Deed

TO

THE DES PLAINES BANK
1223 OAKTON ST.
DES PLAINES, ILL. 60018

24673735

GEORGE E. COLE COMPANY

END OF RECORDED DOCUMENT