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DUPLICATE

24 274 143

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 274 143

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That THOMAS J. KUSHNER AND PATRICIA DOYLE KUSHNER, his wife
(hereinafter called the Grantor), of 728 North LaGrange Road, LaGrange Park, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Five Thousand Seventy Four and 80/100ths Dollars
in hand paid, CONVEY AND WARRANT to Rosanne M. Huston, as Trustee
of 1200 Harger Road, Oak Brook, Illinois
(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 fol-
lowing 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 LaGrange Park, County of Cook and State of Illinois, to-wit:

The South 1/2 of Lot 107 and all of Lot 108 in Highview Subdivision
of that part of the Southeast 1/4 of the Northwest 1/4 of Section 33,
Township 39 North, Range 12, East of the Third Principal Meridian
Lying West of Center Line of Fifth Avenue, in Cook County, Illinois.

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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.

WITNESSES, The Grantor Thomas J. Kushner and Patricia Doyle Kushner, his wife
justly indebted upon one principal promissory note bearing even date herewith, payable

in 60 successive monthly installments commencing on the 1st day of
February, 1978 and on the same date of each month thereafter, all
except the last installment to be in the amount of \$84.58 each and
said last installment to be the entire unpaid balance of said sum.
It is intended that this instrument shall also secure for a period
of five years, any extensions or renewals of said loan and any add-
itional advances up to a total amount of Five Thousand Seventy Four
and 80/100ths Dollars.

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 on 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 Mortgagee 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 for 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 fore-
closure hereof including reasonable attorney's fees outlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the tax
expenses and disbursements, occasioned by any suit proceeding wherein the grantee or any holder of any part of said indebtedness, a
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 dec-
ree 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 any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
out 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: Thomas J. Kushner and Patricia Doyle Kushner
County of the grantee, or of his resignation,
IN THE EVENT of the death or removal from said DuPage County of the grantee, or of his resignation,

refusal or failure to act, then Joseph J. Gaylor of said County is hereby appointed to be
first successor in this trust; and if for any like cause said firm 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 hand and seal of the Grantor, this 17th day of December, 1977

THIS INSTRUMENT WAS PREPARED BY:
JOSEPH J. GAYLOR, Attorney
1200 HARGER ROAD
OAK BROOK, ILLINOIS 60521

Thomas J. Kushner (SEAL.)
Patricia Doyle Kushner (SEAL.)

This instrument was prepared by _____
(NAME AND ADDRESS)

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24 274 143

STATE OF Illinois }
COUNTY OF DuPage } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Kushner and Patricia Doyle Kushner,
his wife

personally known to me to be the same persons whose names 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 17th day of December, 1977.

(Impress Seal Here)



William Andrew
Notary Public

ILLINOIS
RECORD
JAN 6 9 00 AM '78

George E. Colet
RECORDER OF DEEDS
*24274143

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

Ben Franklin Savings & Loan Assn.

1200 Harger Rd., Oak Brook, IL 60521

GEORGE E. COLET
LEGAL FORMS

END OF RECORDED DOCUMENT