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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25415995

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That **JEROME J. KAFKA and PATRICIA E. KAFKA, his wife,**

hereinafter called the Grantor(s), of **13706 Crestview Court, Crestwood, Ill. 60445**
(No and Street) (City) 15180/100s

for and in consideration of the sum of **FOURTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE &** Dollars
in hand paid, **CONVEY AND WARRANT** to **MARCEL LEVESQUE, as Trustee**
of **139 N. Cass, Westmont, 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 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 **Crestwood** County of **COOK** and State of Illinois, to-wit:

Lot 15 in Crestview Gardens, a subdivision of the West 1/2 of Lot 5 and the West 1/2 of the North 100 feet of Lot 6 and that part of the North 1/2 of the East 1/2 of Lot 5 lying west of a line drawn from a point on the North line 40.88 feet east of the North west corner hereof, to a point on the South line 41.21 feet east of the South west corner thereof, in Arthur T. McIntosh and Company, Richwood Farms a subdivision of the East 1/2 of the North East 1/2 of Section 4, Township 36 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IS 141.1, nevertheless, for the purpose of securing performance of the covenants and agreements herein

Witness The Grantor **s, Jerome J. Kafka and Patricia E. Kafka, his wife,** are
personally indebted upon **their** principal promissory note bearing even date herewith, payable

to the order of Bank of Westmont, Westmont, Illinois, in the principal sum of \$14,575.80 in installments as follows: Two Hundred Forty Two and 93/100s (\$242.93) Dollars on the 25th day of April, 1980 and a like sum on the 25th day of each and every month thereafter, to and including the 25th day of February, 1985 with a final payment of the balance due on the 25th day of March, 1985.

THE FORESAYED covenants and agreements herein shall be paid and performed by the interest thereon herein and in said note or notes provided for according to an agreement's certain time of payment, (2) to pay when due in cash all taxes and assessments against said premises, and to furnish and to comply with receipts therefor, (3) within 90 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 sustenance of premises shall not be assumed for more than 90 days, (5) to repair and build parties, or all any time on said premises, (6) in compliance with covenants and agreements herein, who is hereby authorized to process such insurance in compliance with the holder of the first mortgage indebtedness, with loss clause attached payable to the first holder of Mortgage, and secondly the Trustee herein as their interest may appear, which proceeds shall be left and remain with the said Mortgagee or Trustee until paid and the interest thereon shall be paid in full, (7) to pay all other indebtedness, and the interest thereon at the time of time when the same shall become due and payable.

IN THE EVENT of failure to maintain or pay taxes or assessments on the interest thereon when due, the grantor or the holder of said indebtedness may prosecute such matter, and pay such taxes or assessments, or discharge or pay, shall any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time and all money due on the Grantor agrees to repay immediately on demand and the same with interest thereon from the date of payment at * per annum shall be so much additional indebtedness secured hereover in the event of bankruptcy of grantors

IN THE EVENT of breach of any of the aforesaid covenants or agreements, the whole or any part of the same, 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 to time at the rate of * per annum, shall be recoverable by foreclosure thereof, or by suit at law or both, the same as if all said indebtedness had then matured and become due.

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, charges for documentary evidence, stenographer's charges, cost of procuring of complete 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 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 a 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 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 the 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 **Jerome J. & Patricia E. Kafka**
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 **Thomas R. Olson** 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

*highest rate allowed by law
Witness the hand **S** and seal **S** of the Grantor **S** this **14th** day of **March**, 19**80**

(Signature)
Jerome J. Kafka (SEAL)
(Signature)
Patricia E. Kafka (SEAL)

This instrument was prepared by **Crescy E. Woehrel, 21 N. Cass, Westmont, Ill.**
(NAME AND ADDRESS)

25415995

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1980 APR 7 PM 3 25

STATE OF ILLINOIS
COUNTY OF DU PAGE APR-7 1980 278785 284155 10115

I, LILDA MAILSDEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerome J. Kafka and Patricia E. Kafka, 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 14th day of March 1980

(Impress Seal Here)

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG 30 1982
ISSUED BY ILLINOIS NOTARY ASSOC

Commission Expires


Lilda Mailsden
Notary Public

10.00 MAIL

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO 

George E. Cole
21 North LaSalle
Westmont, Ill. 60559
912-7105

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT