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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25549991

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE WITNESSETH, That LASALLE NATIONAL BANK, OF CHICAGO, AS TRUSTEE, AND
NOT INDIVIDUALLY UNDER TRUST AGREEMENT DATED 5-16-63, & KNOWN AS TRUST #31039

11.00

(hereinafter called the Grantor), of 5824 South Rutherford Avenue, Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Fourteen Thousand Three Hundred Twenty Six And 20/100ths 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 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 Chicago, County of Cook and State of Illinois, to-wit:

Lots 10 and 11 in Block 71 in Frederick H. Bartlett's 5th Addition to Bartlett Highlands in Section 18, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1980 AUG 15 PM 2:13

Sidney K. Olson
RECORDER OF DEEDS
25549991

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, LASALLE NATIONAL BANK, OF CHICAGO, AS TRUSTEE U/T/A #31039 justly indebted upon one principal promissory note, bearing even date herewith, payable in 60 successive monthly installments commencing on the 9th day of September, 1980 and on the same date of each month thereafter, all except the last installment to be in the amount of \$238.77 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 additional advances up to a total amount of Fourteen Thousand Three Hundred Twenty Six and 20/100ths 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 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 left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all taxes, assessments, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so 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 file 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, 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, 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 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 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 without notice to the Grantor, or 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: LASALLE NATIONAL BANK, OF CHICAGO, AS TRUSTEE U/T/A #31039
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 LAURA G. ADAMS 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 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.

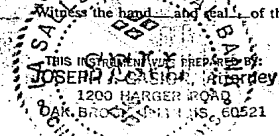
Witness the hand and seal of the Grantor this 25th day of July, 19 80
LASALLE NATIONAL BANK, OF CHICAGO, AS TRUSTEE U/T/A #31039
BY [Signature] ASSISTANT VICE PRESIDENT
ATTEST [Signature] ASSISTANT SECRETARY

This instrument was prepared by _____ (NAME AND ADDRESS)

008557

ATTACHED

RIDER ATT.



#31039
25549991

UNOFFICIAL COPY

Property of Cook County Clerk's Office

25549991

ATTACHED

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF

THIS TRUST DEED is executed by LASALLE NATIONAL BANK, OF CHICAGO not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LASALLE NATIONAL BANK, OF CHICAGO, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said LASALLE NATIONAL BANK, OF CHICAGO, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said LASALLE NATIONAL BANK, OF CHICAGO, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Vicki Kerrigan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Clark ASSISTANT VICE PRESIDENT
JOSEPH W. LANG ASSISTANT SECRETARY

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 preemption.

Given under my hand and notarial seal this 21st day of July, 1980.

(Impress Seal Here)

Vicki Kerrigan
Notary Public

Commission Expires 6-20-81

BOX 533 25549991

SECOND MORTGAGE
Trust Deed

TO

BEN FRANKLIN SAVINGS & LOAN
1200 Harger Road
Oak Brook, Illinois 60521
Consumer Loan Dept.

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT