

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25570500 GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That FREDERICK A. CARTER AND GRACIA C. CARTER, his wife
 (hereinafter called the Grantor), of 321 S. Grove, Oak Park Illinois (City) (State)
 for and in consideration of the sum of Nine Thousand Nine Hundred Thirty Seven And 80/100ths Dollars
 in hand paid CONVEY AND WARRANT to ROSANNE M. HUSTON, as Trustee
 of 1200 Herger Road Oak Brook Illinois (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 Oak Park County of Cook and State of Illinois, to-wit:

Lot 2 in Block 2 in the Subdivision of Blocks 2, 3, 4 in Forces, Subdivision of the
 East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 39
 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,**

COOK COUNTY, ILLINOIS
RECORDS & CLERK

RECORDS & CLERK

1980 SEP -4 AM 9:27

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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.
 WHEREAS, The Grantor FREDERICK A. CARTER AND GRACIA C. CARTER, his wife
 justly indebted upon one principal promissory note bearing even date herewith, payable

in 60 successive monthly installments commencing on the 13th day of October, 1980,
 and on the same date of each month thereafter, all except the last installment to be
 in the amount of \$165.63 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 Nine Thousand Nine Hundred Thirty Seven 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, each year, all taxes and assessments
 against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after the expiration of any term of 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, secondly, to the Trustee herein as their interests may appear, which
 policies shall be left and remain with the said Mortgagees 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, 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 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 and 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 all interest in arrear
 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 its 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, and pays 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 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 rights 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 of this is: FREDERICK A. CARTER AND GRACIA C. CARTER, HIS WIFE

IN THE EVENT of the death or removal from said DuPage County of the grantee, or of his resignation,
 refusal or failure to act, Laura C. 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 29th day of August, 19 80

Fredrick A. Carter (SEAL)
Gracia C. Carter (SEAL)
 FREDERICK A. CARTER
 GRACIA C. CARTER

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

This instrument was prepared by _____
 (NAME AND ADDRESS)

9127733A

25570500

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FREDERICK A. CARTER AND GRACIA C. CARTER, 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 29th day of August, 19 80

(Impress Seal Here)

Edward R. [Signature]
Notary Public
Cook County, Ill.

Commission Expires 12-19-83

25570500

BOX 533

BOX No.

SECOND MORTGAGE

Trust Deed

TO

MAIL TO"
BEN FRANKLIN SAVINGS & LOAN
1200 Harger Road
Oak Brook, Ill 60521
Consumer Loans

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT