

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975 **25765150**

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That PATRICIA KIMMINAU, SOLE OWNER (as of 11-15-80)

10 00

hereinafter called the Grantor), of 5619 S. Massasoit Chicago Illinois

in consideration of the sum of One Thousand Nine Hundred Thirty One and 40/100ths Dollars
and the CONVEYANCE AND WARRANT to ROSANNE M. HUSTON, AS TRUSTEE
of 1200 Harger Road Oak Brook Illinois

and the accessories 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 7 in Block 65 in Bartlett's Resubdivision of Lots 64 to 70 in Bartlett's Third Addition to Garfield Ridge in Section 17, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edmond H. Olson
RECORDER OF DEEDS

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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 Patricia Kimminau, Sole Owner justly indebted upon one principal promissory note bearing even date herewith, payable

in 18 successive monthly installments commencing on the 16th day of March, 1981 and on the same date of each month thereafter all except the last installment to be in the amount of \$107.30 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 18 months, any extensions or renewals of said loan and any additional advances up to a total amount of One Thousand Nine Hundred Thirty One and 40/100ths 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the trustee or the holder of said indebtedness, may procure such insurance, pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises or pay all prior encumbrances 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 eight percent 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 interest thereon, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach at eight percent 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 the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, and the same has been duly acknowledged before me, a Notary Public in and for the State of Illinois, on this 30th day of January, 1981.
I, VIRGIL T. STUTZMAN, Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.
WITNESS MY HAND AND SEAL OF OFFICE, this 30th day of January, 1981.
VIRGIL T. STUTZMAN, Notary Public in and for the State of Illinois.
This instrument was prepared by JOSEPH J. GASIOR, ATTORNEY
1200 HARGER ROAD
OAK BROOK, ILLINOIS 60521

Witness the hand and seal of the Grantor, this 30th day of January, 1981.
Patricia Kimminau (SEAL)
PATRICIA KIMMINAU (SEAL)

Witness the hand and seal of the Grantor, this 30th day of January, 1981.

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

This instrument was prepared by _____ (NAME AND ADDRESS)

25765150

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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 PATRICIA KIMMINAU

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 30th day of January 19 81.

(Impress Seal Here)

Edward R. Araf
Notary Public

Commission Expires

25765150

BOX No. 5327 E.C. 3
SECOND FLOOR
GEORGE

Trust Deed

TO

MAIL TO:
BEN FRANKLIN SAVINGS & LOAN
1200 Harger Road
Oak Brook, Illinois 60521

Consumer Loans

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT