

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25796154

GEORGE C. LEWIS
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Russell C. Newman and Elizabeth A. Newman

(hereinafter called the Grantor), of the County of Bartlett, Illinois, 60103

for and in consideration of the sum of Ten Thousand (\$10) and other good and valuable considerations in hand paid, CONVEY AND WARRANT to Community Bank & Trust, Illinois of 1300 Greenbrook Blvd. Hanover Park (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 Bartlett County of COOK and State of Illinois, to-wit:

LOT 20 IN WILLIAMSBURG SQUARE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois. In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Russell C. Newman and Elizabeth A. Newman (his wife) justly indebted upon A Forty Five Thousand/100 principal promissory note, bearing even date herewith, payable to Community Bank & Trust 1300 Greenbrook Blvd. Hanover Park, IL 60103

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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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, which 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 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 grantor 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 money 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 of deed or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is AVOIDED by the Grantor that all expenses, including 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 compiling abstract showing the whole title of said premises embracing foreclosure deeds—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by suit or proceeding wherein the grantor 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: Russell C. Newman and Elizabeth A. Newman (his wife)

Witness the hands and seals of the Grantors this Second day of March, 1981

Russell C. Newman (SEAL)
Elizabeth A. Newman (SEAL)

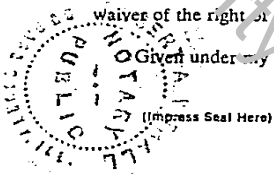
This instrument was prepared by Barbara H. Liquori, 1300 Greenbrook Blvd. Hanover Park, Illinois (NAME AND ADDRESS)

STATE OF Illinois }
COUNTY OF DuPage } ss.

I, Robert A. Withall, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell C. Newman and Elizabeth A. Newman

personally known to me to be the same persons whose names _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that then 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.

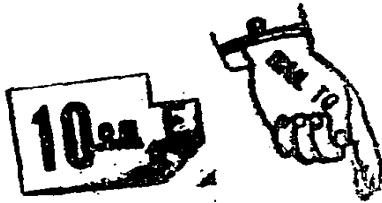
Given under my hand and notarial seal this second day of March, 1981



Robert A. Withall
Notary Public
Robert A. Withall

Commission Expires July 13, 1983

1981 MAR 5 PM 1 35
MAR--5-81 4 1 2 5 7 1 25796154 A - REC 10.00



BOX No. _____
SECOND MORTGAGE
Trust Deed

Russell C. Newman
Elizabeth A. Newman
TO
Community Bank & Trust
Hanover Park, Illinois, 60103
MAIL TO:
Community Bank & Trust
1300 Greenbrook Blvd.
Hanover Park, Illinois 60103
Property Address
308 Patricia Lane
Bartlett, Illinois, 60103
GEORGE E. COLE
LEGAL FORMS

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