

THIS INDENTURE, WITNESSETH, That Charles R. Wardwell and Carol C. Wardwell, his wife

(hereinafter called the Grantor), of the Village of Winnetka County of Cook  
and State of Illinois, for and in consideration of the sum of THIRTY SEVEN THOUSAND SEVEN HUNDRED  
EIGHTY NINE AND 20/100 Dollars  
in hand paid, CONVEY AND WARRANT to Joseph R. Berube  
of the Village of Northbrook County of Cook and State of Illinois  
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 Winnetka County of Cook and State of Illinois, to-wit:

Parcel 1: The South 203 feet of Lot 9 and the West 19 feet of Lot 10 in  
County Clerk's Division of Block 21 in Winnetka in Section 21, Township  
42 North, Range 13 East of the Third Principal Meridian; ALSO

Parcel 2: That part of Lot 6 in County Clerk's Division of Block 21 lying  
East of the East line of the North 53½ feet of said lot extended South  
in a straight line being a strip of land 8 feet wide and 53½ feet long  
in Section 21, Township 42 North, Range 13 East of the Third Principal  
Meridian in Cook County, Illinois.

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 Charles R. Wardwell & Carol C. Wardwell, his wife  
justly indebted upon \$37,789.20 principal promissory note bearing even date herewith, payable  
in 180 consecutive monthly installments of \$209.94 each.

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 prior to the first day of June 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
brances, 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, 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 seven 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 of 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 seven 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 express 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 costs 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 dec-  
ree 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 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,  
refusal or failure to act, or Torrens 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 hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are  
performed, the grantor 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 20th day of February, 19 81.

Charles R. Wardwell (SEAL)  
Carol C. Wardwell (SEAL)

THIS INSTRUMENT WAS PREPARED BY  
JEROME A. MAHER  
1210 CENTRAL AVENUE  
WILMETTE, ILLINOIS

IL 9801-78 ILS

25801918

# UNOFFICIAL COPY

STATE OF Illinois

ss. 1981 MAR 11 AM 11 27

COUNTY OF Cook

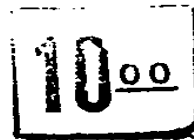
I, Rachel McCandlish, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles R. Wardwell and Carol C. Wardwell, his wife MAR-11-81 4 2 2 7 2 1 25801918

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 24<sup>th</sup> day of February, 1981.



Rachel McCandlish  
Notary Public



BOX No. 11  
SECOND MORTGAGE  
**Trust Deed**

Charles R. Wardwell, and  
Carol C. Wardwell  
TO  
FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF WILMETTE  
1210 CENTRAL AVENUE  
WILMETTE, ILL. 60091

Must to  
First Federal Savings & Loan  
Association of Wilmette  
1210 Central Ave. Wilmette, Ill.

Bay 77  
GEORGE E. COLE  
LEGAL FORMS

25801918

**END OF RECORDED DOCUMENT**