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GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April, 1980

### TRUST DEED SECOND MORTGAGE (ILLINOIS)

25845815

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

10.00

APR 22 '81 168 24 060 D/I

THIS INDENTURE WITNESSETH that Thomas Bell Sweeney  
and Gayle K. Sweeney, his wife

(hereinafter called the Grantor), of 1328 Edgewood  
Lane, Northbrook, Illinois (City) (State)

for and in consideration of the sum of  
FIFTY FIVE THOUSAND AND NO/100 Dollars,  
in hand paid, CONVEY AND WARRANT to Donald Gibbons  
and Jeanne Gibbons, his wife  
of 777 Sea Oak Drive Vero Beach, Florida  
(City) (State)

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 15 in Lee Woods Unit No. 3, being a subdivision of the Northeast Quarter of the Southwest Quarter of Section 11, Township 42 North, Range 12, 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 is justly indebted upon one principal promissory note bearing even date herewith, payable to Trustee.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1981 APR 22 AM 9:45

*William H. Olson*  
RECORDER OF DEEDS  
25845815

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 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 lien 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 sixteen 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 default reach at sixteen 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 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 to any party claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Thomas Bell Sweeney and Gayle K. Sweeney, his wife IN THE EVENT of the death, removal from said County of the grantee, or of his resignation, refusal or failure to act as such, the County of the grantee, or of his resignation, refusal or failure to act as such, 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 of the covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled to receive his reasonable charges.

This trust deed is subject to  
Witness the hand S and seal S of the Grantor this 21st day of April, 1981  
*Thomas Bell Sweeney* (SEAL)  
THOMAS BELL SWEENEY  
*Gayle K. Sweeney* (SEAL)  
GAYLE K. SWEENEY

This instrument was prepared by Kathleen C. Esposito - Jenner & Block, One IBM Plaza  
(NAME AND ADDRESS) Chicago, IL 60611

RETURN TO BOX 858 KCE

25845815

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STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Lillian H. Gunnar a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Bell Sweeney and Gayle K. Sweeney

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 official seal this 21st day of April, 1981.

(Impress Seal Here)

*Lillian H. Gunnar*  
Notary Public

Commission Expires April 29, 1984



25915815

**BOX 533**  
BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

*Mrs. Kathleen C. Laporte  
James E. Stock  
One IBM Plaza  
Chicago Ill 60611*

GEORGE E. COLE  
LEGAL FORMS

**END OF RECORDED DOCUMENT**