

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INSTRUMENT WITNESSETH That **THOMAS W. FERRARA AND
MARY S. FERRARA, HIS WIFE**

(hereinafter called the Grantor), of
4228 Yorkshire, Northbrook, Illinois

for and in consideration of the sum of **Ninety Two Thousand
Eight Hundred Four and 02/100ths** Dollars

in hand paid, CONVEY AND WARRANT
to
ROSANNE A. HUSTON, AS TRUSTEE
of **1200 Harger Road, Oak Brook, Illinois**

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:

**Lot 318 in Unit 3, of Lakeshire, being a Subdivision in the Northwest Quarter of
Section 7, Township 42 North, Range 12, East of the Third Principal Meridian,
according to the Plat thereof recorded May 26, 1978 as Document Number 24-465-748,
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

In one monthly installment of \$92804.02 due on August 1, 1981.
This Trust Deed corresponds to our loan #51025910.)

COOK COUNTY, ILLINOIS
FILED

1981 MAY -5 AM 11:25

RECORDED OF DEEDS

25860334

25860334

10.00

Above Space For Recorder's Use Only

25860334

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, then due, the grantee or the
holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any title 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 **19.50** per cent per annum shall be such 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 **19.50** 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 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 **THOMAS W. FERRARA AND MARY S. FERRARA, 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, then
Virgil T. Stutzman 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 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.

This trust deed is subject to

Witness the hand and seal of the Grantor this **2nd** day of **May**, 1981.

Please print or type name(s) below signature(s)

THOMAS W. FERRARA

MARY S. FERRARA

This instrument was prepared by

(NAME AND ADDRESS)

UNOFFICIAL COPY

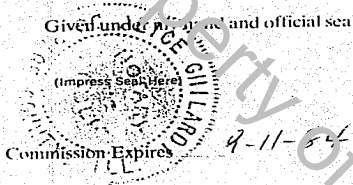
STATE OF ILLINOIS }
COUNTY OF DUPAGE } ss.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS W. FERRARA AND MARY S. FERRARA, 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.

25860334

Given under my hand and official seal this 2nd day of May, 1981.



Alice Belardi
Notary Public

BOX 533

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

BEN FRANKLIN SAVINGS & LOAN
1200 Harger Road
Oak Brook, Illinois 60321
Consumer Loan Dept.

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT