

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

25970734 - FORM No. 2702

BFC Form Service, Inc.

THIS INSTRUMENT, WITNESSETH, That A Raymond Barry and Arlene L. Barry, his wife

hereinafter called the Grantor), of 6515 West 33rd Street Berwyn, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of FIFTEEN THOUSAND SIX HUNDRED SIXTY-FOUR & 92/100--- Dollars,
he has paid, CONVEYED AND WARRANTS to FREEDOM FEDERAL SAVINGS & LOAN ASSOCIATION
of 6809 Stanley Avenue Berwyn, Illinois.
(No. and Street) (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
of Berwyn County of Cook and State of Illinois, to-wit:

Lot Thirty Two (32) and the West Half (1/2) of Lot Thirty Three (33) in Block Five (5) in Bolen's R/subdivision of Wood's Subdivision of Blocks Two (2) and Fifteen (15) in L'Vergne, a Subdivision of part of Section Thirty One (31), Township Thirty Nine (39) North, Range Thirteen (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 TEST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WITNES, The Grantor A. Raymond Barry and Arlene L. Barry, his wife
justly indebted upon August 13, 1981 principal promissory note, bearing even date herewith, payable

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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, waste or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) to insure said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the grantee hereon, 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 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 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 title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all moneys 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 accrued interest, shall, at the option of the legal holder thereof, within notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, and 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, of title 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 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, will 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 claims 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: A. Raymond Barry & Arlene L. Barry, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then FREEDOM FEDERAL SAVINGS & LOAN ASSOCIATION 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 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.

Witness the hand and seal of the Grantor this 13th day of August, 1981

A. Raymond Barry (SEAL)
Arlene L. Barry (SEAL)

This instrument was prepared by FREEDOM FEDERAL SAVINGS & LOAN ASSOCIATION
(NAME AND ADDRESS) 6809 Stanley Avenue
Berwyn, Illinois 60402

25970734

UNOFFICIAL COPY

1981 AUG 17 PM 12 53

STATE OF Illinois

COUNTY OF Cook

7551 504033 257111

I, Julie A. Bocian, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

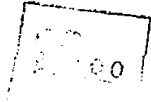
A. Raymond Barry and Arlene L. Barry, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 13th day of August, 19 81

(Impress Seal Here)

Julie A. Bocian
Notary Public

Commission Expires 12/17/82



BOX No. 36-000007-6

SECOND MORTGAGE Trust Deed

A. Raymond Barry and
Arlene L. Barry, his wife

TO



FREEDON FEDERAL SAVINGS & LOAN
ASSOCIATION
6809 Stanley Avenue
Berwyn, Illinois 60402

1981 AUG 17

END OF RECORDED DOCUMENT