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GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

25976909

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney H. Olson
RECORDER OF DEEDS

1981 AUG 24 PM 2:07

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THIS INSTRUMENT WITNESSETH that Howard A. Sharon, widow

(the grantor called the Grantor), of
5100 So. Nas'ville Chicago Illinois
(City and State) Fifteen Thousand Thirty
for and in consideration of the sum of
One and 90/100 Dollars

in hand paid, CONVEY AND WARRANT to
Rosanne M. Huston as trustee
of 1200 Harger Road OakBrook Illinois
(City and 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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:
**Lot 1 in Block 4 in the Resubdivision of Blocks 3 and 4 in
Frederick H. Bartlett's Second Addition to Bartlett Highlands
being a Subdivision of the West 1/2 (W $\frac{1}{2}$) of the South East
Quarter (SE $\frac{1}{4}$) of Section 7, Township 35 North, Range 13, East
of the Third Principal Meridian, in Cook County, Illinois.**

10.00

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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.

WITNESSETH, The Grantor is justly indebted upon one principal promissory note, bearing even date herewith, payable in 35 successive monthly installments commencing on the first day of October, 1981 and on the same date of each month thereafter, all except the last installment to be in the amount of \$267.60 each and the final installment shall be the total amount of \$5665.90. It is intended that this instrument shall also secure for a period of 3 years, any extensions or renewal of said loan and any additional advances up to a total amount of Fifteen Thousand Thirty One and 90/100 Dollars.***

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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 on said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all building 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 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 file a claim on 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 promptly without demand, and the same with interest thereon from the date of payment at 17.27 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 17.27 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: Howard A. Sharon, widow

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 receipt of his reasonable charges.

This trust deed is subject to Final Title Search, Real Estate Appraisal

Witness the hand and seal of the Grantor this 21st day of August, 1981

Howard A. Sharon (SEAL)
Howard A. Sharon

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

(SEAL)

This instrument was prepared by Joseph J. Gasior 1200 Harger Road OakBrook Il. 60521
(NAME AND ADDRESS)

STATE OF Illinois }
COUNTY OF Cook } ss.

I, the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD A. SHARON, WIDOW

personally known to me to be the same person whose name _____ is subscribed to the foregoing instrument, appeared before me this _____ day in person and acknowledged that he _____ signed, sealed and delivered the said instrument as his 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 August, 1981.

(Impress Seal Here)

Edward R. Hill
Notary Public

Commission Expires 12-19-83

25976939

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

Mail to:

BEN FRANKLIN SAVINGS AND LOAN
1200 HARGER ROAD
OAK BROOK, ILLINOIS 60521

BOX 533

GEORGE E. COLE
LEGAL FORMS