

TRUST DEED
MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25372051

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Perry Rambus Jr., and Gloria Rambus, his wife

of the County of Cook, Illinois, do hereby certify that they are the Grantors, of 5429 N. Haddon Chicago Illinois (State)

for the sum of Fifteen thousand three hundred fifty one and 21/100 Dollars (\$15351.21)

to the American Finance Corporation, 1515 N. Harlem Avenue Oak Park, Illinois (State)

and to the successors in title 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 City of Chicago, Cook County of Cook and State of Illinois, to-wit:

Lot 30 in E.W. Cummings and Company, Haddon Avenue, Addition to Austin, being a Subdivision of the West 1290.20 Feet of the North 1/2 of the South 1/2 of the North 1/2 of the South West 1/4 of Section 4, Township 39 North, Range 1 East of the Third Principal Meridian together with Lot 38 of W.A. Cummings Company's Pine Avenue Addition to Austin in the South West 1/4 of Section 4 in Cook County, Illinois

Herby 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.

Witness the Grantor Perry Rambus Jr., and Gloria Rambus, his wife indebted upon their principal promissory note bearing even date herewith, payable

in fifty-nine consecutive monthly payments of \$260.19 each until said amount is paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or provided, or according to any agreement extending time of payment; (2) to pay in 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, or build or restore or repair 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; (6) to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with the claims attached payable only to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policy 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 in the prior incumbrances or the interest thereon when due, the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or other 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 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 all interest thereon, 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 eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the amount of 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 foregoing hereof—including reasonable attorney's fees—shall be paid 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 herein 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 such 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: Perry Rambus Jr. and Gloria Rambus Cook County of the grantee, or of his resignation.

In the event of the death or removal from said Cook County of said County is hereby appointed to be the 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, S this 20th day of February, 1980.

Perry Rambus Jr. (SEAL)
Gloria Rambus (SEAL)

This instrument was prepared by A. Childers 1515 N. Harlem Avenue Oak Park, Ill. 2/20/80 (NAME AND ADDRESS)

25372051

UNOFFICIAL COPY

1980 FEB 25 AM 10 27

State of Illinois COUNTY OF Cook FEB 25 1980 \$8.00

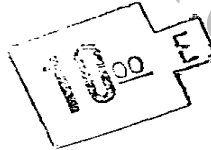
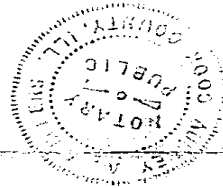
I, Audrey Childers, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Perry Rambus, Jr., and Gloria Rambus, his wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 20th day of February, 1980.

(Print Name Here)

Audrey Childers
Notary Public

Commission Expires



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SECOND MORTGAGE
Trust Deed

Perry & Gloria Rambus
5429 W. Madison
Chicago, Ill. 60651

TO

American Finance Corp.
1515-N. Harlem
Oak Park, Ill.

GEORGE E. COLE
LEGAL FORMS

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END OF RECORDED DOCUMENT