

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No 2202
JANUARY, 1968

25379957

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT WITNESSETH, That Brian J. Gardner and Janece L. Gardner, his wife
hereinafter called the Grantor, of the Village of Wilmette County of Cook
and State of Illinois for and in consideration of the sum of
THIRTY FIVE THOUSAND NINE HUNDRED FIFTY SEVEN AND NO/100 Dollars
in hand PAID, CONVEYED AND WARRANTED to Joseph R. Berube
of the Village of Rolling Meadows County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures,
and everything a part thereof, together with all rents, issues and profits of said premises, situated in the Village
of Wilmette County of Cook and State of Illinois, to-wit:

That part of Lot 14 in Block 3 in Dingee and McDaniel's Resubdivision of Blocks
3, 6, 9 and 10 and the South 1/2 of Block 8 in the Village of Wilmette in Township
42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois
described as follows: Commencing at a point on the Southeasterly line of said lot
14, 38 feet Southwesterly from the South East corner of said lot; thence
Northwesterly 107.67 feet on a line parallel with the Northeasterly line of said
lot; thence Southwesterly 60.21 feet to the Southwesterly line of said lot; thence
along the Southwesterly line of said lot 114.73 feet to the South West corner of
said lot; Thence North easterly 79.15 feet along the Southeasterly line of said
lot to the point of beginning 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
WITNES: The Grantor Brian J. Gardner and Janece L. Gardner, his wife
justly indebted upon \$35,957.00 principal promissory note bearing even date herewith, payable

in 180 consecutive monthly installments of \$199.76 each.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as herein and in said note or
notes provided, or according to any agreement extending time of payment; (2) to pay taxes on the first day of June 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
grantor herein, who is hereby authorized to place such insurance in companies named in 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 held and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior income
mortgages and the interest thereon, at the time or times when the same shall become due and payable, or the interest thereon when due, the
grantor or the holder of said indebtedness may procure such insurance on such taxes or assessments, or the 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 money so paid, the
Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent
per annum shall be so much additional indebtedness secured hereunder; (7) If the grantor breaches any of the covenants and 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 seven 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 fore-
closure hereof, including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of printing or com-
pleting 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 proceeding wherein the grantor 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 proceedings, whether de-
cree 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.
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, or 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, hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are
performed, the grantor 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 on this 26th day of February 19 80

Brian J. Gardner (SEAL)
Janece L. Gardner (SEAL)

THIS INSTRUMENT WAS PREPARED BY
OF WILMETTE
GENERAL OFFICE
WILMETTE, ILLINOIS


COOK COUNTY MORTGAGE

25379957

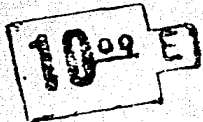
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Juanita Headden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian J. Gardner and Janece L. Gardner, 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.

Gave to the hand and notarial seal this 24th day of February, 1980

Juanita Headden
Notary Public

FEB 24 4 11 9 05



BOX NO.
SECOND MORTGAGE
Trust Deed

TO _____



FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WILMETTE
1210 CENTRAL AVENUE
WILMETTE, ILL. 60091

25379057
905290-5
GEORGE COLE
LEGAL FIRMS