

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.

26409560

THIS INDENTURE WITNESSETH, That Matteson-Richton Bank
as Trustee and known as Trust No. 74-1323

hereinafter called the Grantor), of
16937 Briarlane Country Club Hills IL
(No. and Street) (City) (State)

for and in consideration of the sum of (\$5,000.00)
Five Thousand and No/100 Dollars

in hand paid, CONVEY AND WARRANT to
Matteson-Richton Bank, an Illinois Banking Corp.
of Route 30 & Kostner Avenue Matteson IL
(No. and Street) (City) (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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 108 in J.E. Merrion's second Nob Hill Addition to Country Club Hills, a resubdivision of certain lots and vacated streets in J.E. Merrion's Country Club Hills sixth addition and of lot 311 in J.E. Merrion's Nob Hill addition to Country Club Hills, all in the west 3/4 of the northwest 1/4 of section 26, township 36 north, range 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 TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon 5,000 principal promissory note bearing even date herewith, payable in one year plus interest on November 8, 1983.

This Trust Deed covers all renewals, conversions or extensions of the promissory note mentioned above.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when and in the manner 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 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 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 17 1/2 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 1/2 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 said premises.

The name of a record owner is Matteson-Richton Bank as Trustee and known as Trust No. 74-1323

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 Chicago Title & Trust Company 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 of this successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

~~XXXXXXXXXXXXXXXXXXXX~~

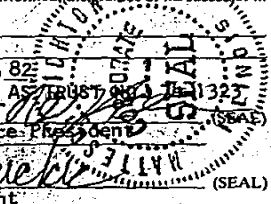
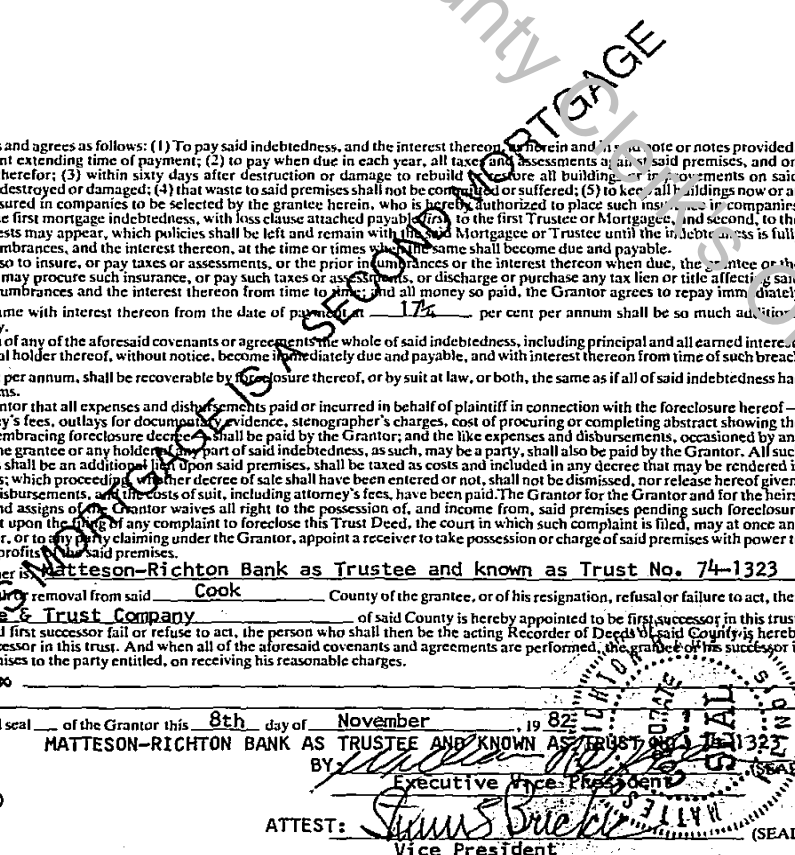
Witness the hand and seal of the Grantor this 8th day of November, 19 82
MATTESON-RICHTON BANK AS TRUSTEE AND KNOWN AS TRUST NO. 74-1323

BY [Signature] (SEAL)
Executive Vice President

ATTEST: [Signature] (SEAL)
Vice President

This instrument was prepared by Nancy L. Keuch, Matteson-Richton Bank, Matteson, IL 60443
(NAME AND ADDRESS)

26409560



UNOFFICIAL COPY

982 NOV 12 AM 11 33

STATE OF Illinois NOV-12-82 665654 26409560 A -- REC 10.20
COUNTY OF Cook ss.

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. O'Hearn, Executive Vice President and Steven A. Bricker, Vice President of MATTESON-RICHTON BANK personally known to me to be the same person s whose name s 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 free 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 9th day of November, 1982.

Nancy L. Keuch
Notary Public

Commission Expires May 4, 1983

26409560

MAIL

RICHARD L. TREICHEL
ATTORNEY AT LAW
BUTTERFIELD CH. #14E, SUITE 330
20821 S. CIEGO AVENUE
MATTESON, ILLINOIS 60443



26409560

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT