

304596

GEORGE E. COLE
LEGAL FORMS

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
COOK COUNTY, ILLINOIS
FILED FOR RECORD

26 573 585

Lidney H. Olson
RECORDER OF DEEDS
26573585

1983 APR 19 PM 12:25

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

THIS INDENTURE WITNESSETH, That BARRY BERNIER AND
THERESE A. BERNIER, HIS WIFE
(hereinafter called the Grantor), of
807 SARATOGA DRIVE, BRIDGEVIEW, ILLINOIS
(No. and Street) (City) (State)
for and in consideration of the sum of ELEVEN THOUSAND ONE HUNDRED
AND 00/100ths Dollars
in hand paid, CONVEY AND WARRANT to
ROSANNE M. HUSTON, AS TRUSTEE
of 1200 HARGER ROAD, OAK BROOK, ILLINOIS
(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:

Lot 231 in Southfield Subdivision of part of the North West Quarter and part of
the North Half of the South West Quarter of Section 6, Township 37 North, Range 13,
East of the Third Principal Meridian in Cook County, Illinois.

Above Space For Recorder's Use Only

10.00

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 one principal promissory note bearing even date herewith, payable
in 60 successive monthly installments commencing on the 24th day of May, 1983,
and on the same date of each month thereafter, all except the last installment
shall be in the amount of \$185.00 each and said last installment shall be the
entire unpaid balance of said sum. It is intended that this instrument shall also
secure for a period of five years any extensions or renewals of said sum and any
additional advances up to a total amount of Eleven thousand One Hundred and
00/100ths Dollars.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 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 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 to the first Trustee of 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 lien 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 13.72 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 13.72 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 documents, 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, for 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 BARRY BERNIER AND THERESE A. BERNIER, HIS WIFE
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 A. 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 receiving his reasonable charges.

This trust deed is subject to FINAL TITLE SEARCH AND APPRAISAL

Witness the hand and seal of the Grantor this 14th day of April, 1983

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

Barry Bernier (SEAL)
BARRY BERNIER

Therese A. Bernier (SEAL)
THERESE A. BERNIER

This instrument was prepared by KAREN CERICOLA, 1200 HARGER ROAD, OAK BROOK, ILLINOIS 60521
(NAME AND ADDRESS)

26 573 585

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF DeWitt } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BARRY BERNIER AND THERESE A. BERNIER, HIS WIFE

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 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 official seal this 14th day of April, 19 83.



Barbara DeLong
Notary Public

BOX No. **BOX 533**

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

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

CONSUMER LOANS

26 573 585

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT