

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.

1980 APR 24 00000000

THIS INSTRUMENT WITNESSETH that FIRST NATIONAL BANK OF LAGRANGE, AS TRUSTEE
AND INDIVIDUALLY UNDER TRUST AGREEMENT DTD. 1-9-82 & KNOWN AS TRUST

NUMBER 2140 (hereinafter called the Grantor), of
519 NORTH SPRING AVE., LAGRANGE PARK, ILLINOIS

26592852

for and in consideration of the sum of SEVENTY SEVEN THOUSAND
SIX HUNDRED FIVE AND 20/100ths Dollars

in hand paid, CONVEYED AND WARRANTED to
ROSANNE M. HUSTON, AS TRUSTEE
of 1200 HARGER ROAD, OAK BROOK, ILLINOIS

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 7 in Block 10 in Kensington Addition, being a Subdivision of that part of the
West Half of the South West Quarter of Section 33, Township 39 North, Range 12, East
of the Third Principal Meridian, lying North of the South 26 acres thereof, 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 one principal promissory note bearing even date herewith, payable

in 180 successive monthly installments commencing on the 4th day of June, 1983, and
the same date of each month thereafter, all except the last installment shall be
in the amount of \$431.14 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 fifteen years, any extensions or renewals of said sum and any additional
advances up to a total sum of Seventy Seven Thousand Six Hundred Five and 20/100ths
Dollars.

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 against said premises, and on
demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or reconstruct 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 Mortgage, and second, to the
Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage or Trustee until the indebtedness is fully
paid, 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 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 15.43 percent per annum shall be so much additional
indebtedness secured hereby.

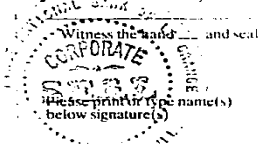
IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach
at 17.43 percent 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
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 proceedings, 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 FIRST NATIONAL BANK OF LAGRANGE, AS TRUSTEE U/T/A #2140

IN THE EVENT of the death, 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 receiving his reasonable charges.

This trust deed is subject to FIRAL TITLE SEARCH



Witness the hand and seal of the Grantor this 25th day of APRIL, 1983

FIRST NATIONAL BANK OF LAGRANGE, AS TRUSTEE, U/T/A #2140 (SEAL)

BY: Joachim J. Brown, Trust Officer

ATTEST: Cynthia T. Sikora, Trust Operations Officer (SEAL)

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

UNOFFICIAL COPY

GEORGE
LEGAL

ILLINOIS TITLE GUARANTEE COMPANY
2 205113
NU

Property of Cook County Clerk's Office
95592852

THIS TRUST DEED is executed by FIRST NATIONAL BANK OF LAGRANGE not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said FIRST NATIONAL BANK OF LAGRANGE, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said FIRST NATIONAL BANK OF LAGRANGE, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said FIRST NATIONAL BANK OF LAGRANGE, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

UNOFFICIAL COPY

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 JOACHIM J. BROWN, Trust Officer of the FIRST NATIONAL BANK OF LA GRANGE, A National Banking Assn. and CYNTHIA T. SIKORA Trust Operations Officer

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.

Given under my hand and official seal this 27th day of April, 19 83



Albert J. May
Notary Public

26592852

BOX No.
SECOND MORTGAGE
Trust Deed

10

Refer to Box 100

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT