

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26 616 969

GEORGE E. COLE
LEGAL FORMS

69-07-1682

THIS INDENTURE, WITNESSETH, That Diane Babich also known as Diane G. Babich, divorced and not since remarried
(hereinafter called the Grantor), of 1950 Hampton, Hoffman Estates Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Ten thousand five hundred and 00/100 Dollars
in hand paid, CONVEY AND WARRANTS to Meadows Credit Union, an Ill. Corp., incorporated under
1801 A-1 Hicks Road Rolling Meadows Illinois
(No. and Street) (City) (State)
and to all successors in trust 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 every appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
of Hoffman Estates County of Cook and State of Illinois, to-wit:

Lot 16 in Block 161 in the Highlands at Hoffman Estates XIII, being a subdivision of part of the East 1/4 of fractional Section 4, together with part of the North East 1/4 of Section 9, and part of the North West 1/4 of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian, in Schaumburg Township, in Cook County, Illinois, according to the Plat thereof recorded May 26, 1961 as document 18173137, in the office of the County Recorder of Cook County, Illinois

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDED OF DEEDS

1983 MAY 24 AM 10:23

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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 Diane Babich a/k/a Diane G. Babich installment
justly indebted upon a principal promissory note bearing even date herewith, payable
to Meadows Credit Union in the principal amount of \$10,500.00, payable in 120
installments of \$172.63 bearing interest at the rate of 15% per annum, as per the
tenor of the said Installment Note, subject to the call provision contained in the
attached Rider.

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 restore all buildings or improvements on said premises now or at any time on said premises 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 pay 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 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 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 the said premises.

The name of a record owner is: Diane Babich a/k/a Diane G. Babich

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 David Trafton 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 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, this 20th day of May, 19 83

Diane Babich (SEAL)
Diane Babich
Diane G. Babich (SEAL)
a/k/a Diane G. Babich

MAIL TO:
This instrument was prepared by

JOEL GOLDMAN
ATTORNEY AT LAW
ONE CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

BOX 533

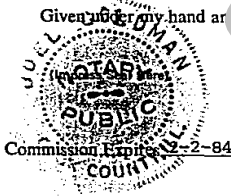
26 616 969

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Joel Goldman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Diane Babich a/k/a Diane G. Babich, divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 May, 19 83.



Joel Goldman
Notary Public

Identification No. 4304
Meadows Credit Union, Trustee
By: John Engelmas

26 616 969

BOX No. _____
SECOND MORTGAGE
Trust Deed

Diane G. Babich
TO

Meadows Credit Union

GEORGE E. COLE®
LEGAL FORMS

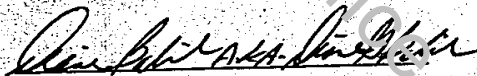
RIDER ATTACHED TO [REDACTED]
TRUST DEED AND MADE A PART HEREOF
TO THAT CERTAIN NOTE DATED 5-20-83
MEADOWS CREDIT UNION AS MORTGAGEE
("TRUSTEE"), AND Diane G. Babich
AS MORTGAGORS
("GRANTORS").

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including but not limited to conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor") declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Notwithstanding anything contained herein, and to the extent fully allowed by law, the holder of the Note, Meadows Credit Union, shall have the option at the end of the third, sixth and ninth years of the term of this loan, which dates shall coincide with the third, sixth and ninth anniversary dates of the execution of the Indenture for Trust Deed and Installment Note, to demand payment in full of the principal of that Note then due, and all accrued and earned interest on that date. Notice shall be given to Mortgagor ("Grantor") as provided elsewhere in the Installment Note or Indenture for Trust Deed Second Mortgage. All other notices are herein waived.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

26 616 969


Diane Babich a/k/a Diane G. Babich