

GEORGE E. COLE
LEGAL FORMS

26 623 847

FORM NO. 2202
April 1980
COOK COUNTY, ILLINOIS
FILED FOR RECORD

Leahy K. Olsen
RECORDERS OFFICE

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

1983 MAY 31 AM 11:01

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

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I, PAUL J. MCCARTHY AND DEBRA A. MCCARTHY, HIS WIFE
(hereinafter called the Grantor), of
6310 S. NEWLAND CHICAGO, ILLINOIS
(No. and Street) (City) (State)
for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED TWENTY NINE AND 60/100ths Dollars
in hand paid, CONVEY AND WARRANT to
ROSANNE L. MUSTON, AS TRUSTEE
of 1200 HARGER ROAD, OAK BROOK, ILLINOIS
(No. and Street) (City) (State)

10.00

Above Space For Recorder's Use Only

as Trustee, and to his successor, in trust hereinafter named, the following described real estate, with the improvement 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:

The North 5 feet of Lot 40 and all of Lot 41 and the South 10 feet of Lot 42 in Block 86 in Fred H. Bartlett's Sixth Addition of Bartlett Highlands, in Section 18, Township 38 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 one principal promissory note bearing even date herewith, payable

in 54 successive monthly installments commencing on the 5th day of July, 1983, and on the same date of each month thereafter, all except the last installment shall be in the amount of \$102.40 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 four years and six months any extensions or renewals of said sum and any additional advances up to a total sum of Five Thousand Five Hundred Twenty Nine and 60/100ths Dollars.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 11.83 per cent per annum shall be such 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 15.83 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 deed, 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 PAUL J. MCCARTHY AND DEBRA A. MCCARTHY, 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 T. STUZZMAN 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

Witness the hand and seal of the Grantor this 26th day of MAY, 1983

Paul J. McCarthy (SEAL)
PAUL J. MCCARTHY

Please print or type name(s) below signature(s)
Debra A. McCarthy (SEAL)
DEBRA A. MCCARTHY

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

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