

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.

26660483

THIS INDENTURE WITNESSETH, That Denise Estelle & James W. Lauderdale, Sr.

(hereinafter called the Grantor), of 1408 Madison St. Maywood, IL 60153

for and in consideration of the sum of Fifteen thousand and no/100 Dollars

in hand paid, CONVEY AND WARRANT to IBM Mid America Employees Federal Credit Union of 2707 Butterfield Rd., #300 Oak Brook, IL 60521

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 \_\_\_\_\_ and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 28 in Cummings and Foreman Real Estate Corporation Madison Street and 17th Avenue Subdivision in the North East 1/4 of Section 15, Township 39 North, Range 12 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 \_\_\_\_\_ principal promissory note bearing even date herewith, payable

120 payments of \$237.43, with the first payment due on 7-20-83.

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 repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 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 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 \_\_\_\_\_ 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, 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 to time such breach at \_\_\_\_\_ 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 documenting 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 \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death, removal from said \_\_\_\_\_ 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 \_\_\_\_\_

Witness the hand and seal of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Denise Lauderdale (SEAL)  
Denise Estelle Lauderdale

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

James W. Lauderdale, Sr. (SEAL)  
James Walter Lauderdale, Sr.

This instrument was prepared by Darlene Baker for IBM Mid America Employees Federal C.U. (NAME AND ADDRESS) 2707 Butterfield Rd., Suite 300

Oak Brook, Illinois 60521

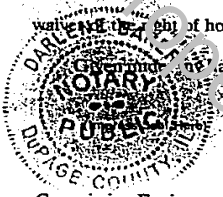
26660483

UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF DuPage ) ss.

I, Darlene Baker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Denise E. & James Walter Lauderdale, Sr.

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and



and official seal this 20th day of June, 1983.

Darlene Baker  
Notary Public

Commission Expires 10-1-86

*[Handwritten signature]*

COOK COUNTY

JUN-27-83 005509 26660483 - A - Rec 10.00

27 JUN 03 10: 46

10.00

ROX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Denise Estelle Lauderdale &  
James Walter Lauderdale, Sr.  
1408 Madison St.  
Maywood, IL 60153  
TO  
IBM Mid America Employees  
Federal Credit Union  
2707 Butterfield Rd, Suite 300  
Oak Brook, Illinois 60521

*[Handwritten mark]*

26 660 483  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT