

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.

26687571

THIS INDENTURE WITNESSETH, That Matteson-Richton Bank  
as Trustee under Trust No. 74-1345

(hereinafter called the Grantor), of  
Rt 30 & Kostner Avenue Matteson, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty Thousand and no/100  
Dollars

in hand paid, CONVEY AND WARRANT to Matteson-Richton  
Bank, an Illinois Banking Corporation  
of Rt 30 & Kostner Avenue Matteson, 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:

Above Space For Recorder's Use Only

Lot 4 (except West 24 Feet) and West 36 feet of Lot 5 in Block 34 in Lincolnwood Center being a Subdivision of part of South East 1/4 and part of South West 1/4 of Section 24, Township 35 North, Range 13 East of the Third Principal Meridian according to the plat thereof recorded June 26, 1958 as Document No. 17245364 and filed in Office of Registrar of Titles as Document IR 1803326 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 20000.00 principal promissory note bearing even date herewith, payable

in 60 months of principal and interest to mature on May 5, 1988

This Trust Deed covers all renewals, conversions or extensions of the promissory note mentioned above.

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, 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 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 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 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 16.52 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 16.52 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 thereof — including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, or 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 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 Matteson-Richton Bank as Trustee under Trust No. 74-1345

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

Chicago Title and Trust Company 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.

XXXXXXXXXXXXXXXXXXXX

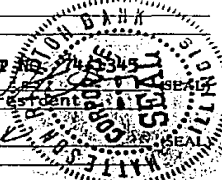
Witness the hand B and seal S of the Grantor this 5 day of May, 1983

MATESON-RICHTON BANK AS TRUSTEE UNDER TRUST NO. 74-1345

BY William M. Gies  
Executive Vice President  
ATTEST: Stuart S. Cuckler  
Vice President

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

This instrument was prepared by Patricia A. Webster, Matteson-Richton Bank, Matteson, Illinois  
(NAME AND ADDRESS)



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UNOFFICIAL COPY

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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 William D. O'Hearn, Executive Vice President and Steven L. Bricker, Vice President of MATTESON-RICHTON BANK

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 12th day of May

(Impress Seal Here)

*Vera J. Strick*  
Notary Public

Commission Expires 3-1-85

Mail to :

RICHARD L. TREICHEL  
ATTORNEY AT LAW  
BUTTERFIELD CENTRE, SUITE 330  
20821 S. CIGERO AVENUE  
MATTESON, ILLINOIS 60443

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MAIL ROOM

BOX No.	SECOND MORTGAGE	TO	GEORGE E. COLE
<b>Trust Deed</b>			LEGAL FORM 5

END OF RECORDED DOCUMENT