

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April, 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

26926258

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

THIS INDENTURE WITNESSETH, That Leo E. Gruenholz  
and Patricia Gruenholz-his wife  
\_\_\_\_\_ (hereinafter called the Grantor), of 6280 West  
93rd Street Oak Lawn Ill. 60453  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Thousand Five  
Hundred Sixty Six Dollars & 80/100 Dollars  
in hand paid, CONVE AND WARRANT to Ford City  
Bank & Trust Company  
of 7601 So. Cicero Ave. Chicago, Ill. 60652  
(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

MAIL  
10:00  
Above Space For Recorder's Use Only

Lot 8 in the subdivision of the South Half of that part of Lot 14 lying  
South of the North 33 feet thereof and the South 28 feet of the East  
125 feet of the North half of that part of said lot 14 lying South of the North  
33 feet thereof in Oak Lawn Farms being a Subdivision of the Southwest quarter  
of section 5, Township 37 North, Range 13, East of the Third Principal Meridian  
(except the East half of the East half of the Southeast quarter of the Southwest  
quarter) 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 a principal promissory note \_\_\_\_\_ bearing even date herewith, payable

In 48 consecutive monthly installments of \$220.35 each  
commencing January 25th, 1984 and maturing December 25th, 1988.

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 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 in 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 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 14.37 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 14.37 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 document 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 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 Leo E. Gruenholz and Patricia E. Gruenholz-his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Ford City Bank & Trust Co. 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 28th day of December 1983

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

Leo E. Gruenholz (SEAL)  
Patricia E. Gruenholz (SEAL)

This instrument was prepared by Ed Sweigard 7601 So. Cicero Ave. Chicago, Ill. 60652  
(NAME AND ADDRESS)

26926258

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Christine Amato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leo E. Gruenholz and Patricia E. Gruenholz

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 of 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 28th day of December, 1983

(Impress Seal Here)

*Christine Amato*  
Notary Public  
NOTARY PUBLIC COOK COUNTY ILLINOIS

Commission Expires \_\_\_\_\_

BOX No.

SECOND MORTGAGE  
**Trust Deed**

Leo E. Gruenholz and

Patricia E. Gruenholz

TO

Ford City Bank and Trust Co.

6280 W. 93rd St.  
Oak Lawn, Illinois 60453

Mail to:  
Chris Amato  
Ford City Bank and Trust Co.  
7601 S. Cicero  
Chicago, Illinois 60652

26926258  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT