

26963952

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Morton E. Warshauer and Joyce S. Warshauer, his wife

(hereinafter called the Grantor), of 1341 Walnut Western Springs Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of ELEVEN THOUSAND NINE HUNDRED AND 40/100 Dollars

in hand paid, CONVEY AND WARRANT to Freedom Federal Savings and Loan Association
of 6809 Stanley Avenue Berwyn Illinois
(No. and Street) (City) (State)

and his 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 thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Western Springs County of Cook and State of Illinois, to-wit:

That part of Lot Thirty Five (35) described as follows: Beginning at the North East corner of said Lot, thence Westerly along the Northerly line of said Lot a distance of 43.15 feet, thence Southerly to a point on the South line of said Lot, which is 9.95 feet Southwesterly of the South East corner of said Lot, thence along said Southerly Lot line to the South East corner of said Lot, thence Northerly to the place of beginning in Block Twelve (12) in Williams Resubdivision of Lots 31, 32, 33, 34, 35 and 36 in Block 11, Lots 2, 3, 4, 8, 9, 10, 11, 12, 13, 14 and 16 and part of Lot One (1) in Block Twelve (12) of Western Springs Resubdivision of part of East Hinsdale and Lots 8, 9, 13, 14, 15, 16 and 17 of said Block Eleven (11) and Lots 3, 4, 5, 14, 15, 16, 17, 18 and part of Lots 1, 2, 6, 7, 8 and 19 in Said Block Twelve (12) of East Hinsdale Subdivision, said East Hinsdale being a Subdivision of the East Half (1/2) of Section Six (6) and that part of the East Quarter (1/4) of the South West Quarter (1/4) of Section Six (6) lying North of Chicago Burlington and Quincy Railroad in Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Morton E. Warshauer and Joyce S. Warshauer, his wife justly indebted upon January 14, 1984 principal promissory note bearing even date herewith, payable in 59 installments of \$198.34 each and a final installment of \$198.34, beginning on March 1, 1984, and continuing on the same day of each successive month thereafter until fully paid.

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) to insure 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 or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 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 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 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, of any or 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: Morton E. Warshauer and Joyce S. Warshauer, his wife
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 Freedom Federal Savings and Loan Association 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 14th day of January, 19 84

Morton E. Warshauer (SEAL)
Joyce S. Warshauer (SEAL)

This instrument was prepared by Freedom Federal Savings and Loan Association
(NAME AND ADDRESS) 6809 Stanley Avenue
Berwyn, Illinois 60402

26963952

STATE OF Illinois }
COUNTY OF Cook } ss.

I, STEVEN L. BATTEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

~~Morton E. Warshauer and Joyce S. Warshauer, his wife~~
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 the 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 14th day of January, 19 84.

(Impress Seal Here)

Steven L. Batten
Notary Public

Commission Expires 3/31/87

RECORDED

9 FEB 84 12: 21

FEB-4-84 338493 26963952 REC 10.00

36-345

BOX No. _____
**SECOND MORTGAGE
Trust Deed**
Morton E. Warshauer and
Joyce S. Warshauer, hwf.
TO _____



MAIL TO:
Freedom Federal Savings
and Loan Association
600 Hunter Drive
Oak Brook, Illinois 60521

26 963 952