

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.

THIS INDENTURE WITNESSETH That MICHAEL ROBERT FLYNN AND KATHRYN C. FLYNN, HIS WIFE

(hereinafter called the Grantor), of 19 5 W. SCHAUMBURG ROAD, SCHAUMBURG, ILLINOIS

for and in consideration of the sum of SIXTY NINE THOUSAND NINE HUNDRED NINETY EIGHT AND 40/100ths Dollars

in hand paid, CONVEY AND WARRANT to VIRGIL T. STUTZMAN, AS TRUSTEE

of 1200 HARGER ROAD, OAK BROOK, ILLINOIS

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:

Lot 23 in Weathersfield, Unit Number 2, being a Subdivision of the South West 1/4 of Section 20, Township 1 North, Range 10, East of the Third Principal Meridian, according to the Plat recorded July 6, 1959 as Document 17587718 in Cook County, Illinois.

Above Space For Recorder's Use Only

26983162

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 180 successive monthly installments commencing on the 3rd day of April, 1984, and on the same date of each month thereafter, all except the last installment shall be in the amount of \$388.88 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 fifteen years, any extensions or renewal of said sum and any additional advances up to a total sum of Sixty Nine Thousand Nine hundred Ninety Eight and 40/100ths Dollars.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, 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 insure 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 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 grantor 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 15.14 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 17.14 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 decrees 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 anyone 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 said premises.

MICHAEL ROBERT FLYNN AND KATHRYN C. FLYNN, HIS WIFE

The name of a record owner: DUPAGE County of the grantee, or of his resignation, refusal or failure to act, then JUANITA SHAW 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 22nd day of FEBRUARY, 19 84

Michael Robert Flynn (SEAL)
MICHAEL ROBERT FLYNN

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

Kathryn C. Flynn (SEAL)
KATHRYN C. FLYNN

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

3M

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UNOFFICIAL COPY

27 FEB 84 9:53

1-11-84

STATE OF ILLINOIS FEB 24 1984 846039 26985162 A - REC 10.20
COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL FOBERT FLYNN AND KATHRYN G. FLYNN, 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 the 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 22nd day of FEBRUARY, 1984.

(Impress Seal Here)

Sharon A. Berger
Notary Public

Commission Expires 5-15-85



26 985 152

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO:

BEN FRANKLIN SAVINGS
1200 HARGER ROAD
OAK BROOK, ILLINOIS 60521

CONSUMER LOANS

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT