

# UNOFFICIAL COPY

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.

26007496

THIS INSTRUMENT WITNESSETH That Russell C. Newman  
and Elizabeth A. Newman

(hereinafter called the Grantor), of  
308 Patricia Lane, Bartlett, Illinois

(No. and Street) (City) (State)  
for and in consideration of the sum of One Hundred Seventy  
Thousand Dollars (\$170,000.00) Dollars  
in hand paid, CONVEY AND WARRANT to Community  
Bank & Trust

of 1300 Greenwood Blvd., Hanover Park, Ill

(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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

LOT 20 IN WILLIAMSBURG SQUARE, BEING A SUBDIVISION OF PART OF THE  
EAST HALF OF THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH  
RANGE 9 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 their principal promissory note bearing even date herewith, payable to the  
order of Community Bank & Trust at the rate of Prime plus 3% (variable)  
plus two points due in full on maturity date.

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 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 first, 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 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 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 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 \_\_\_\_\_ 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 documents, 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 said premises.

The name of a record owner is Russell C. Newman and Elizabeth A Newman (his wife)

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

\_\_\_\_\_ 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 S and seal S of the Grantor this 18th day of September, 1981

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

Russell C. Newman (SEAL)

Elizabeth A. Newman (SEAL)

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS)

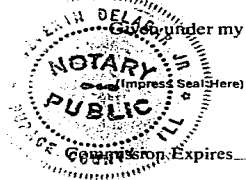
26007496

UNOFFICIAL COPY

1981 SEP 23 AM 10 42

STATE OF Illinois SEP-23 81 5 27954 26007496 -- REC 10.00  
COUNTY OF DuPage ss.

Severin Delabar, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Russell C. Newman and Elizabeth A. Newman (his wife) personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ~~then~~ 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.



under my hand and official seal this 18th day of September, 1981.

Severin Delabar Jr.  
Notary Public

10.00

BOX No.  
SECOND MORTGAGE  
**Trust Deed**  
Russell C. Newman  
Elizabeth A. Newman  
TO  
Community Bank & Trust  
1300 Greenbrook Blvd.,  
Hanover Park, Ill 60103

MAIL TO:  
Community Bank & Trust  
1300 Greenbrook Blvd.  
Hanover Park, Ill 60103



PROPERTY ADDRESS  
308 Patricia Lane  
Bartlett, Illinois 60103

26007496  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT