

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.

26232363

THIS INDENTURE WITNESSETH, That United Life Church

(hereinafter called the Grantor), of 815 North  
Pulask St., Chicago, Illinois

for and in consideration of the sum of Ten Dollars and other  
good and valuable consideration

in hand paid, CONVEY AND WARRANT to  
Howard P. Butvill  
of 3151 West Harrison St., Chicago, Illinois

as Trustee, and to his successors in that hereinafter named, 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 County of COOK and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lots 30, 31, and 32 in Block 7 in T.J. Diven's subdivision of the west 1/2 of the Southwest 1/4 of the Southwest 1/4 and the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 39 North, Range 13 lying East of the 3rd Principal meridian in Cook, County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the non-stead 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 on May 1, 1983 or on such date thereafter as allowed by the holder of said note (the grantee herein, Howard P. Butvill) at his option, in the amount of \$25,000.00 payable in monthly installments of \$2333.33 per month including monthly interest payments at the rate of 12% per annum.

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 capture 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 first 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 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 12 per cent per annum shall be such 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 accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time, such breach at 12 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 hereon including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, and 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 United Life Church

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

Mary Butvill 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 a first mortgage to Liberty Savings and Loan Dated February 13, 1979 (Document Number 24868866)

Witness the hand and seal of the Grantor this 14 day of May, 19 82

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

Jesse Lee Butler (SEAL)  
United Life Church, by (SEAL)  
Jesse Lee Butler, President (SEAL)

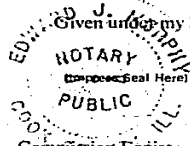
This instrument was prepared by Edward J. Murphy, 2454 W. Pershing Rd., Chicago, Illinois  
(NAME AND ADDRESS)

26232363

1982 MAY 18 AM 10 14

STATE OF Illinois MAY-18-82 6 0 2 2 8 2 26232363 10:20  
COUNTY OF Cook

I, Edward J. Murphy a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jesse Lee Butler, President-United Life Church personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 14th day of May, 19 82  
Edward J. Murphy  
Commission Expires February 9, 1985

*[Handwritten Signature]*  
Edward J. Murphy

26232363

10c MAIL

69828292

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
UNITED LIFE CHURCH  
AN ILLINOIS, NOT-FOR-PROFIT CORPORATION  
TO  
HOWARD P. BUTVILL

MAIL TO:  
EDWARD J. MURPHY  
2454 W. Pershing Rd.  
Chicago, Illinois 60632

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT