

# UNOFFICIAL COPY

27481475

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

GEORGE E. COLE®  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That J. MICHAEL RAMBO, divorced and not since remarried,  
 (hereinafter called the Grantor), of the Village Brookfield County of Cook  
 and State of Illinois, for and in consideration of the sum of  
Five Thousand, Eight Hundred Sixty-five and 40/100 (\$5,865.40) Dollars  
 in hand paid, CONVEY AND WARRANT S to EDMUND P. BOLAND, 111 W. Washington St.,  
 of the City Chicago County of Cook and State of Illinois  
 and of his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
 lowing 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 Brookfield County of Cook and State of Illinois, to-wit:

Lot 29 and the South Half of Lot 30 in Block 10 in West Grossdale,  
a subdivision in the West Half of the West Half of Section 3, Town-  
ship 38 North, Range 12, East of the Third Principal Meridian, in  
Cook County, Illinois, commonly known as 4237 South DuBois, Brookfield,  
Illinois.

Permanent Tax No. 18-03-123-017

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 J. MICHAEL RAMBO, being  
 justly indebted upon one (1) principal promissory note bearing even date herewith, payable  
 semi-annually on the 1st day of February and the 1st day of August of  
 each year commencing February 1, 1986, with interest on the principal  
 balance from time to time unpaid at the rate of ten per cent (10%) per  
 annum after February 1, 1986.

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 prior to the first day of June 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  
 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,  
 branches, 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 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 seven 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 seven 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 fore-  
 closure hereof—including reasonable attorney's fees and costs for documentary evidence, stenographer's charges, cost of procuring or com-  
 pleting 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 de-  
 cree 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 with-  
 out 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.

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 ANTHONY CAREY 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                      day of February 14, 1985

THIS INSTRUMENT PREPARED BY:

Edmund P. Boland

CAREY, FILTER, WHITE & BOLAND  
111 WEST WASHINGTON ST.  
CHICAGO, ILL. 60602

J. MICHAEL RAMBO  
 (SEAL)

(SEAL)

(SEAL)

27481475

STATE OF ILLINOIS }  
COUNTY OF COOK }

MAR 29 1985 60797 27481475 A

I, EDMUND P. BOLAND, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. MICHAEL RAMBO, divorced and not since remarried,

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 notarial seal this 14th day of February, 1985

(Impress Seal Here)

*Edmund P. Boland*  
Notary Public

Commission Expires September 2, 1987

20 MAR 85 11:52



27481475

BOX No. 197  
SECOND MORTGAGE  
Trust Deed  
J. MICHAEL RAMBO  
TO  
EDMUND P. BOLAND, Trustee  
111 West Washington Street  
Chicago, Illinois 60602  
(312) 726-0870

*The date mentioned in the  
within Trust Deed has been  
identified under Identification  
No. 291485  
Edmund P. Boland, Trustee*

GEORGE E. COLE  
LEGAL FORMS

Box 197