

RECEIVED IN BAD CONDITION

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
April, 1980

27014688

THIS INDENTURE WITNESSETH, That Elizabeth J. Druss
(divorced)

(hereinafter called the Grantor), of
705 Monroe, River Forest, Illinois 60305
(No. and Street) (City) (State)

for and in consideration of the sum of FIVE THOUSAND FORTY FIVE
AND 40/100 Dollars

in hand paid, CONVEY AND WARRANT to
MIDWEST BANK and TRUST COMPANY
1606 N. Harlem Ave., Elmwood Park, Illinois 60635
(No. and Street) (City) (State)

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:

Above Space For Recorder's Use Only

That part of lot Two (2) in County Clerk's Division of Block-Eighteen (18) of Quick Subdivision of that part of the North East Quarter of Section Twelve (12) Township Thirty nine (39) North, Range Twelve (12), East of the Third Principal Meridian lying north of Lake Street, according to plat of said county Clerk's Division Recorded in Book 14 of Plats, Page 47, as Document 219852, said part of Lot two (2) being further described as follows: Commencing at the South West corner of said Block Eighteen (18) running thence North Sixty Seven and One Half (67 1/2) feet along the West line of said Block Eighteen (18); thence East on a line parallel with the South line of said Block Eighteen (18), One Hundred Three and Seventy Five One Hundredths (103.75) feet; thence South on a line parallel with the West Line of said Block Eighteen (18), Sixty Seven and One-Half (67 1/2) feet, thence West on the South line of said Block Eighteen (18), One Hundred Three and Seventy Five One Hundredths (103.75) feet to the place of beginning, 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 Said principal promissory note bearing even date herewith, payable in 60 monthly installments of \$ 84.09 each, beginning April 25, 19 84 and continuing on the same day of each successive month thereafter until Debtor's note is paid in full

Proceeds of loan are \$3,500.00

maturity date is March 25, 1989

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 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 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 in immediately without demand and the same with interest thereon from the date of payment at 15.00 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 15.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 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: Elizabeth J. Druss

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 Recorder of Deeds

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 existing 1st Mortgage

Witness the hand and seal of the Grantor this 25th day of February, 19 84

Elizabeth J. Druss (SEAL)
Elizabeth J. Druss

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

Marie A. Madormo (SEAL)
Midwest Bank & Trust Co.
1606 N. Harlem Ave.
Elmwood Park, Il. 60635

This instrument was prepared by _____ (NAME AND ADDRESS)

27014688

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

COOK COUNTY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Barbara Vandergriff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elizabeth J. Druss

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 she signed, sealed and delivered the said instrument as her 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 25th day of February, 1984.

(Impress Seal Here)

Notary Public

Commission Expires 3-86

Sebring, N. Olson
RECORDING OFFICERS
00000000

Elizabeth J. Druss

REC'D
COOK COUNTY

MAR 22 84 8 76 9 59 • 27014688 • A -- Rec 10.00

BRANDERS

BOX No.

SECOND MORTGAGE
COOK COUNTY, ILLINOIS
FILES FOR RECORD
Trust Deed

1984 MAR 22 AM 10:57

MIDWEST BANK and TRUST COMPANY

Elmwood Park, Illinois
TO



MAIL TO:
MIDWEST BANK and TRUST COMPANY
1606 N. Harlem Ave.
Elmwood Park, Illinois 60635

REC'D
27014688
REC'D FINANCIAL INC
REC'D FROM JAMES

END OF RECORDED DOCUMENT