

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.

27088699

THIS INDENTURE WITNESSETH, That John Wooster and
Cecile B. Wooster, his wife
(hereinafter called the Grantor), of
314 Walnut Winnetka, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Forty Thousand
dollars and 00/100 (\$40,000.00) ----- Dollars
in hand paid, CONVEY AND WARRANT to United States
National Bank of Galveston, Trustee for
Cecile Keener Galveston, Texas
of (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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

LEGAL DESCRIPTION ON EXHIBIT ATTACHED HERETO.

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 A principal promissory note bearing even date herewith, payable

IN INSTALLMENTS ENDING JUNE 1, 2009 AS SET OUT IN SAID
NOTE WHICH BY REFERENCE IS MADE PART OF THIS MORTGAGE.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 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 Ten 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 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 Ten 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 documentary evidence, stenographer's charges, cost of procuring or completing abstracts 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 proceedings, 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 John Wooster and Cecile B. Wooster

IN THE EVENT of the death or removal from said of the Grantees resignation, refusal or failure to act, then

James P. Farruggia 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 15th day of May, 1984

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

John Wooster (SEAL)

Cecile B. Wooster (SEAL)

This instrument was prepared by James P. Farruggia, 302 Walnut Winnetka, IL 60093
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

John P. Sullivan JR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Wooster and Cecile B. Wooster, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 15th day of May, 1984.

(Impress Seal Here)

John P. Sullivan Jr
Notary Public

Commission Expires 9/17/85

27085699

BOX No.

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:
CECILE WOOSTER
314 WALNUT
WINNETKA, ILLINOIS
60093



GEORGE E. COLE®
LEGAL FORMS

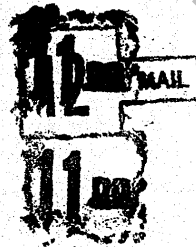
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Lot 1 in McGuire and Orrs Subdivision, of that part of Block 16 in John C. Garland's Addition to Winnetka described as follows: Commencing at the intersection of the West line of Walnut Street with the South line of First Street; thence West along said South line of First Street, 230.19 feet more or less to a point 91 feet from the Easterly line of Chicago and Northwestern Railway Company's Right of way; thence Southerly parallel with and 91 feet from the Easterly line of the Chicago and North Western Railway Company's right of way, 270 feet; thence Southerly 109.0 feet more or less to the intersection of the East line of Wilson Street with the North line of Hawthorne Lane; thence East along said North line of Hawthorne Lane 48.9 feet to the West line of Walnut Street; thence North along said West line of Walnut Street, 330.44 feet to the place of beginning in the Southwest 1/4 of Section 21, Township 42 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

16 MAY 84 2:23

EXHIBIT A



27088699

END OF RECORDED DOCUMENT