

IF- FORM 45 TRUST DEED SECOND MORTGAGE (ILLINOIS) DIRECT LOAN - A/O

THIS INSTRUMENT WITNESSETH That Frank V. and Martha L. Goode hereinafter called the Grantor, of 128 Archer Avenue Lemont, IL. 60439 or and in consideration of the sum of Ten and 00/100 (\$10.00) and other considerations Dollars in hand paid CONVEY AND WARRANT to Earl of Lemont of 1200 State Street Lemont, IL. 60439 as Trustee, and his successors in trust hereinafter named, the following described real estate with the improvements hereon, 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:

27151158

Above Space For Recorder's Use Only

The North 208 Feet of the West 1047.35 Feet (Except the East 423.62 feet thereof) of the south 1/2 of the Northeast 1/4 of section 33, Township 37 North, Range 11, 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 An installment note dated June 19 84 payable to the order of and delivered to the Trustee, in and by which note the Grantor promises to pay the principal sum of Five thousand and 00/100 DOLLARS (\$5,000.00)***** in 29 installments of \$ 200.65 each beginning July 19, 19 84, and a final installment of \$ 200.65 payable on December 19, 19 86, and all of said indebtedness is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at 1200 State Street, Lemont, IL. 60439

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as herein and in said 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 or rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that unless 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 less 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 grantor 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 14.9 percent 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 percent 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 abstract 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 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Frank V. and Martha L. Goode 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 of said County is hereby appointed to be first successor in this trust, and if for any 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 successors 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 of the Grantor this 19th day of June 19 84 Frank V. Goode (SEAL) Martha L. Goode (SEAL)

This instrument was prepared by Stacey R. Miller/Loan Operations 1200 State Street, Lemont, IL. 60439 (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook } ss.

I, Stacey R. Miller, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank V. & Martha L. Goode

personally known to me to be the same person s whose name s 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 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 19th day of June, 1984.

(Impress Seal Here)

Stacey R. Miller
Notary Public

Commission Expires February 11, 1986

JUN-28-84 9 17 887 27151158 A -- Rec 10.00

JUN 28 1984

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

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27151158

END OF RECORDED DOCUMENT