

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

135900

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

I, ADRIENNE L. MROWIEC, N/K/A
ADRIENNE L. YARNALL, DIVORCED AND NOT SINCE REMARRIED

27242460

(hereinafter called the Grantor), of
33 N. 7th STREET, DESPLAINES, ILLINOIS
for and in consideration of the sum of FIFTY THREE THOUSAND FORTY
FOUR AND 20/100ths Dollars
in hand paid, CONVEY AND WARRANT to
VIRGIL T. STUTZMAN, AS TRUSTEE
of 2900 OGDEN AVE., LISLE, ILLINOIS

Above Space For Recorder's Use Only

C801387

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, to-wit: In the County of COOK, and State of Illinois, to-wit: a subdivision of Lot 12 in Block 10 in H. N. Corbell Company's Cumberland Subdivision, a subdivision of the South 1/2 of the Southeast 1/4 of Section 7, Township 41 North, Range 12, East of the Third Principal Meridian, also that part of the East 1/2 of the Northeast Quarter of Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the center line of Seegers Road called Elk Grove Road and a Resubdivision of Lots 1 and 8 in Seegers Subdivision of part of the South 1/2 of Fractional Section 7 and part of the North 1/2 of fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. (OVER)

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon One principal promissory note bearing even date herewith, payable in 180 successive monthly installments commencing on the 7th day of October, 1984, and on the same date of each month thereafter, all except the last installment shall be in the amount of \$294.69 each and said last installment shall be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of fifteen years, any extensions or renewals of said sum and any additional advances up to a total sum of Fifty Three Thousand Forty Four and 20/100ths Dollars.

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 and 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 said 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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgage 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 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 of 10.00 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 18.07 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 document 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, 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 of charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is ADRIENNE L. MROWIEC N/K/A ADRIENNE L. YARNALL, DIVORCED AND NOT SINCE REMARRIED
DUPAGE County of the grantee, or of his resignation, refusal or failure to act, then DEARD R. GRAF

IN THE EVENT of the death or removal from said County 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 FINAL TITLE SEARCH

Witness the hand and seal of the Grantor this 28th day of AUGUST 1984

ADRIENNE L. MROWIEC YARNALL (SEAL)

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

This instrument was prepared by KAREN CERICOLA, 2900 OGDEN AVE., LISLE, ILLINOIS (NAME AND ADDRESS)

27242460 Office

UNOFFICIAL COPY

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STATE OF ILLINOIS }
COUNTY OF DUPAGE } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ADRIENNE L. MROWIEC, N/K/A ADRIENNE L. YARNALL, 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 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 28th day of AUGUST, 1984.

(Impress Seal Here)

Edmund R. Hub
Notary Public

Commission Expires 12-19-87

Legal description continued...
plat thereof recorded February 29, 1928 as document number 9940985, and also filed in the Office of the Registrar of Title on February 29, 1928 as Document Number LR394967 and according to surveyor's certificate of correction thereof recorded in Recorder's office September 28, 1929 as Document Number 10492548, in Cook County, Illinois.

Property of Cook County Clerk's Office
27202460

BOX No.
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:
BEN FRANKLIN SAVINGS
2900 OGDEN AVE.
LITILE, IL 60532
CONSUMER LOAN DEPT.
Box 100

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT