

RECEIVED IN BAD CONDITION

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

27286739

49-40317

This Indenture, WITNESSETH, That the Grantor Francis D. Vipond and Debra A. Vipond, his wife

of the Village of Hanover Park County of Cook and State of Illinois

for and in consideration of the sum of Ten thousand five hundred seventy & 64/100 Dollars in hand paid, CONVEY. AND WARRANT to GERALD E. SIKORA, Trustee

of the City of Chicago County of Cook and State of Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Hanover Park County of Cook and State of Illinois, to-wit:

107 22 in Block 8 in Hanover Highlands, a subdivision of the South 1/2 of the Northwest fractional 1/4 and the North 49 acres of the Southwest fractional 1/4 of Section 31, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded as Document 1877875 on May 10, 1962, 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 Francis D. Vipond and Debra A. Vipond, his wife

justly indebted upon one principal promisory note bearing even date herewith, payable

to BAKIE VIEN TRUST SAVINGS BANK

payable in 84 successive monthly installments each of 125.21 due MONTHLY on the note commencing on the 15 day of November 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A JUNIOR MORTGAGE

THE GRANTOR... covenant... and agree... 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 prior to the first day of June in each year, all taxes and assessments against the premises, and on demand to exhibit receipt therefor; premises shall not be committed or suffered; (3) 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, all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (4) to pay the interest on the indebtedness as and when due; (5) to pay the principal of the indebtedness as and when due; (6) to pay the cost of any failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor... the holder of said indebtedness, therefrom 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 interest thereon, 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, and 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.

By its Attorney for the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, including foreclosure decree 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 due, 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 annulled, nor a release administrator and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and the grantor... shall upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming title to said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey 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 01 day of October A. D. 1984
v. Francis D. Vipond (SEAL)
x Debra A. Vipond (SEAL)

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State of Illinois }
County of Cook } 55.

I, Stuart R. Krusman
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Francis D. Vipond Jr. and Debra A. Vipond, his wife
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 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 Notarial Seal, this 01
day of OCTOBER, A. D. 1984. Stuart R. Krusman
Notary Public

Property of Cook County Clerk's Office

ECT-964 965003 27286739 A - R# 10.00



9 OCT 84 12:25

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Box No. 146
SECOND MORTGAGE
Trust Deed

TO
GERALD E. SIKORA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
First Metropolitan Bank
Lakeview Trust & Savings Bank
3201 N. Ashland
Chicago, Ill. 60657
312/525-2180

END OF RECORDED DOCUMENT