

LEGAL FORMS

TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 April, 1980

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

27346526

THIS INDENTURE WITNESSETH, That MARVEL T. GRIMES AND MARIAN E. GRIMES, HUSBAND & WIFE (hereinafter called the Grantor), of 10746 Forest View LaGrange IL for and in consideration of the sum of SIXTY FIVE THOUSAND DOLLARS & NO/100 Dollars in hand paid, CONVEY S AND WARRANT S to STATE BANK OF ST. CHARLES OF 1 E. MAIN STREET ST. CHARLES, IL 60174

Above Space For Recorder's Use Only

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: Lot 12 in block 2 in Cantigny Manor Subdivision, being a subdivision of the Southeast quarter of Section 20, Township 38 North, Range 12, East of the Third Principal Meridian; except the East 64.55 acres thereof, and except that part conveyed for 71st Street, and except the West 22 feet of the said Southeast quarter, and except the East 100 feet of the West 133 feet of the North 100 feet of said Southeast quarter, 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 their promissory note bearing even date herewith, payable to the order of the STATE BANK OF ST. CHARLES, ST. CHARLES, IL:

The principal of Sixty Five Thousand Dollars & No/100 (\$65,000.00) and interest over the full term of the loan of Twenty Eight Thousand Two Hundred Forty Three Hundred & No/100 (\$28,243.00), the said principal sum of Ninety Three Thousand Two Hundred Forty-three dollars & no/100 (\$93,243.00) being payable in monthly instalment of Fifteen Hundred Fifty-Four Dollars & 05/100 (\$1,554.05); the first payment to be made on December 20th, 1984, and one payment for a like sum on the 20th day of each succeeding month and including November 20th, 1989.

Makers reserve the right to repay the loan at any payment date, payable at the State Bank of St. Charles, St. Charles, Illinois or such other place as the legal holder thereof may from time to time in writing appoint.

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 for 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 allowed; (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 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 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 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 15.00% APR 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, 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% APR per cent per annum, shall be recoverable by the legal holder thereof, or by suit at law, or both, the same as if all of said incumbrances 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 deed, 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 MARVEL T. GRIMES AND MARIAN E. GRIMES

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 COOK COUNTY 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 n/a

Witness the hand and seal of the Grantor this 8th day of November 19 84

Signature of Marvel T. Grimes (SEAL) MARVEL T. GRIMES

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

Signature of Marian E. Grimes (SEAL) MARIAN E. GRIMES

This instrument was prepared by STATE BANK OF ST. CHARLES, 1 E. Main Street, St. Charles, IL. 60174 (NAME AND ADDRESS) AVP

27346526

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARVEL T. GRIMES AND MARIAN E. GRIMES

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 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 17TH day of NOVEMBER, 1984.

(Impress Seal Here)

Jane M Peterson
Notary Public

Commission Expires Feb 8, 1985

25 NOV 84 9:56

NOV-23-84 937564 27346526 A - REC 10.00



BOX No. _____
SECOND MORTGAGE
Trust Deed
STATE BANK OF ST. CHARLES
ONE EAST MAIN STREET
ST CHARLES IL 60174
TO
MARVEL T. GRIMES
MARIAN T. GRIMES

27346526

GEORGE E. COLE®
LEGAL FORMS