

THIS IS A SECOND MORTGAGE

85039768

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE WITNESSETH; That the undersigned as grantors, of the village of River Grove, County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to First State Bank and Trust Company of Franklin Park, a banking association, as Trustee, of Franklin Park, Illinois, (herein referred to as "Trustee") the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to wit: Lot 11 in Block 8 in Walter G. McIntosh and Company's River Park Addition being a Subdivision of Lot of Section 27 and Section 34; Township 40 North, Range 12 East of the Third Principal Meridian reference being had to plat recorded June 15, 1925 as Document 8,994,974, in Cook County, Illinois.

PTN-12-27-407-005 Address-2673 Clarke River Grove, Illinois 60171

Principal Amount of Loan is \$10,000.00 plus accrued interest

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Grantors agreed to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens. In the event of failure of Grantors to comply with any of the above covenants, then Trustee is authorized to attend to the same and pay the bills therefor, which shall with 13.50% interest thereon, become due immediately, without demand.

AS FURTHER SECURITY Grantors hereby assign, transfer and set over to Trustee all the rents, issues and profits of said premises, from and after this date, and authorize it to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to re-let the said premises as it may deem proper and to apply the money so arising to the payment of the indebtedness secured hereby, or to any advancements made as aforesaid, and it shall not be the duty of Trustee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing payment of any advances made as aforesaid and of the principal sum and interest thereon in accordance with the terms, provisions and conditions of a certain Installment Note of even date herewith, in the principal sum of \$12,972.48 wherein the undersigned promise to pay to the order of the First State Bank and Trust Company of Franklin Park in 48 installments as follows: \$ 270.26 on the 4th day of June, 1985, and the same amount on the 4th day of each month thereafter, except that the final installment shall be the unpaid balance, with interest at the rate of 13.50% after maturity.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of said Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or the holder of said note for attorneys' fees, trustee's fees, outlays for documentary evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Tortens certificates, and similar data and assurances with respect to title.

All rights conferred upon said Trustee or holder of the Note hereunder are in addition to any rights conferred upon said Trustee or holder under the terms of any security agreement from time to time in force creating a security interest in personal property to secure payment of said Note. Any foreclosure action may be brought hereunder before, after or during the pendency of any action brought to enforce any such security interest.

Witness our hands and seals this 10th day of May, 1985

THIS INSTRUMENT WAS PREPARED BY:

S. Walent 10101 W. Grand Ave. Franklin Pk NAME ADDRESS

Ronald P. Fischer (SEAL) Linda Fischer (SEAL)

85039768

UNOFFICIAL COPY

STATE OF Illinois
Cook County,

I, Hope A. Pingitore
a Notary Public, in and for, and residing in said County, in the State aforesaid, do hereby certify that Ronald P. & Linda Fischer, his wife
are personally known to me to be the same person 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.

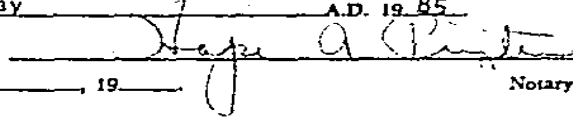
Given under my hand and Notarial Seal this 10th day of May A.D. 19 85

My Commission Expires Feb. 16, 1988

My Commission expires

19

Notary Public.



-85-039768

MAY-30-85 27195 • 85039768 v A — Rec

11.00

30 MAY 85 10:24

Property of Cook County Clerk's Office

Trust Deed and Note

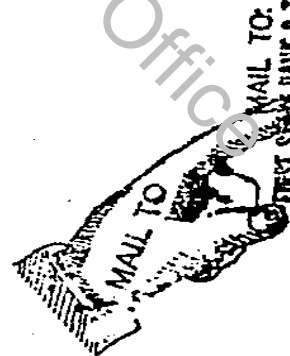
Ronald P. Fischer &

Linda Fischer, his wife

TO

**FIRST STATE BANK & TRUST COMPANY
OF FRANKLIN PARK
10101 WEST GRAND AVENUE
FRANKLIN PARK, ILLINOIS 60131**

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MAIL TO:
**FIRST STATE BANK & TRUST CO.
OF FRANKLIN PARK
10101 W. GRAND AVENUE
FRANKLIN PARK, ILLINOIS 60131**

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