

UNOFFICIAL COPY

85042059

THIS INSTRUMENT WITNESSETH That John T. Neumann and Carol A. Neumann, his wife
 Her-in-after called the Grantors of 1625 S. Maple Berwyn, IL
 for and in consideration of the sum of Two Thousand Four Hundred Seventy Four and 80/100 Dollars
 in hand paid CONVEY S AND WARRANT S to Freedom Federal Savings Bank
 of 600 Hunter Drive Oak Brook

85042059

As Trustee, and to his successors in trust, he 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:

Above Space For Recorder's Use Only

Lot 33 in Block 7 in First Addition to W.G. Mc Intosh's Metropolitan Elevated Subdivision of that part of the Southwest 1/4 lying North of the South 1271.3 feet of the South 300 Acres of Section 19, Township 39 North, Range 13 East of the Third Principal Meridian, also of Blocks 78, 79 and 80 of said Section 19 (except the South 300 Acres thereof) 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 April 26, 1985
 19. Seven Thousand Five Hundred and 00/100 Dollars payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of 7,500.00 together with interest on the principal balance from time to time (paid at the rate of 14.00 percent per annum from May 1, 1985 until maturity, payable in 59 installments of 174.58 each beginning June 1, 1985 and a final installment of balance payable on May 1, 1990 and with interest after maturity of the final installment at the rate of 14.00 percent per annum, 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 600 Hunter Drive Oak Brook, IL

THE GRANOR 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, 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 or 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 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 on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee of the 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 said indebtedness is fully paid 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 as aforesaid, 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 14.00 percent per annum shall be so much addition of 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 to time thereafter at 14.00 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 been 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 any foreclosure proceedings, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a writ of possession, the whole thereof and premises embracing foreclosure decrees shall be paid by the Grantor and the like expenses and disbursements incurred by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such it 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 fees of garnishment, or 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 John T. Neumann and Carol A. Neumann, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, resignation, failure to act, then Freedom Federal Savings Bank 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 _____

Witness the hand S and S of the Grantor this 26 day of April 1985

(Please print or type names)
 Below signatures
John T. Neumann (SEAL)
Carol A. Neumann (SEAL)

This instrument was prepared by Freedom Federal Savings Bank 600 Hunter Drive Oak Brook, IL
 (NAME AND ADDRESS) 60521

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STATE OF Illinois
COUNTY OF DuPage

I, HIEN N JOHN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN T. NEUMANN and

OPPEL A. NEUMANN, HIS WIFE, personally known to me to be the same person whose name we subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as an 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 26th day of April, 19 85

(Imprint Seal Here)

[Signature]
Notary Public

Commission Expires 10-14-87

85-012059

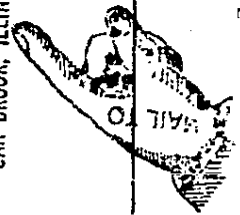
31 MAY 05 1:30

MA 51-65 27678 • 85042059 • A — Rec 118

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

11⁰⁰ E

FREEDOM FEDERAL SAVINGS BANK
600 HUNTER DRIVE
OAK BROOK, ILLINOIS 60521



Property of Cook County Clerk's Office