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GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

85058719

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH That Ronald P. Klug and Adele Klug (his wife jointly)

(hereinafter called the Grantor), of 35 Joslyn Dr.
Elgin, IL. 60120

for and in consideration of the sum of Twenty Three Thousand Four Hundred Sixty Three Dollars and no/100 Dollars
in hand paid, CONVEY AND WARRANT to Fred McConnaughay
of The First National Bank of Elgin
of 6 Fountain Square Plaza Elgin, IL. 60120

85058719

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, situated in the County of Cook and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 223 of Parkwood Village Unit No. 5, being a subdivision of part of the North Half of Section 18, and part of Parkwood Village Unit No. 2, being a subdivision of part of the Northeast Quarter of said Section 18, recorded October 2, 1974 as Document No. 22865813, all in Township 41 North, Range 9 East of the Third Principal Meridian in the City of Elgin, Cook County, Illinois according to the Plat of said Parkwood Village Unit No. 5 recorded May 16, 1977 as Document No. 23928233 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 _____ principal promissory note _____ bearing even date herewith, payable

To The First National Bank of Elgin in 60 equal installments of \$391.05 each, beginning July 15, 1985

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 replace 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 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 the 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 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 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 pay immediately without demand, and the same with interest thereon from the date of payment, _____ 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 _____ 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 preparation, 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; which proceeding, 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 a party claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is Fred McConnaughay

IN THE EVENT of the death or removal from said Kane County of the grantee, or of his resignation, refusal or failure to act, then and if for any like cause the 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 seal s of the Grantor this 3rd day of June, 1985



X Ronald P. Klug (SEAL)
Ronald P. Klug

X Adele Klug (SEAL)
Adele Klug

This instrument was prepared by Ginger Stace of The First National Bank of Elgin 6 Fountain Sq. Pl.
(NAME AND ADDRESS) Elgin, IL. 60120

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STATE OF Illinois)
COUNTY OF Kane) ss.

I, Kathryn L. Gabler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald P. Klug and Adele Klug (his wife jointly)

personally known to me to be the same persons 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.

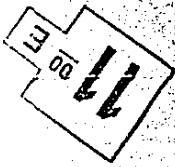
Given under my hand and official seal this 3rd day of June, 1985.

(Impress Seal Here)

Kathryn L. Gabler
Notary Public

Commission Expires 11-11-88

13 JUN 85 9:46



JUN-13-85 5:13:2 • 85058719 • A - Rec 11:00

BOX No.	SECOND MORTGAGE	Trust Deed	TO

GEORGE E. COLE'S
LEGAL FORMS