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GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

85081158

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

THIS INDENTURE WITNESSETH, That Richard J. Spusta
and Dorothy Mae Spusta-his wife

(hereinafter called the Grantor), of
7748 So. Natchez Burbank, Illinois 60459

85081158

(for and in consideration of the sum of Twenty One Thousand
Two Hundred Thirteen Dollars 600/100 Dollars

in hand paid CONVEY AND WARRANT to
Ford City Bank & Trust Company
of 7601 So. Cicero Ave. Chicago, IL.

Above Space For Recorder's Use Only

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:

Lot 13 in Block 21 in F.H. Bartlett's First Addition to Greater
79th Street Subdivision of the Southeast 1/4 of the Southeast
1/4 of Section 30 and Southwest 1/4 of the Southeast 1/4 of the
Southwest 1/4 of Section 29, Township 38 North, Range 13, East of the
Third Principal Meridian, 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 2 principal promissory note bearing even date herewith, payable

In 60 consecutive monthly installments of \$353.55 each, commencing
July 20th, 1985 and maturing June 20th, 1990.

19-30-404-039

THE GRANTOR 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 or assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 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 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 repay immediately without demand, and the same with interest thereon from the date of payment at 14.53 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 14.53 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 documentary evidence, 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 proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor rescinded or 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, 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 said premises.

The name of a record owner Richard J. Spusta and Dorothy M. Spusta-his wife
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 Ford City Bank & Trust Company 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 and seal of the Grantor this 17th day of June, 1985

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

Richard J. Spusta (SEAL)
Dorothy Mae Spusta (SEAL)

This instrument was prepared by Nike-Lahti-7601-So. Cicero Ave. Chicago, Ill. 60652
(NAME AND ADDRESS)

TRIM 51067056

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COOK COUNTY MORTGAGE

85081158

Office

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Joan M. Burach, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Spusta and Dorothy Mae-his wife

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 17th day of June, 1985

(Impress Seal Here)

NOTARY PUBLIC STATE OF ILLINOIS
BY COMMISSION EX. NO. 12, 1988
ISSUED 7-20-84 ILL. NOTARY ASSOC.

Joan M. Burach
Notary Public

Commission Expires _____

DEPT-01 RECORDING 511 25
T#2222 TRAN 2048 06/25/85 10:24:00
#3736 # 21 * 1000-1100

BOX No.

SECOND MORTGAGE
Trust Deed

MAIL TO ↓

First City Bank & Trust

*7601 So. Cicero Ave.
Chicago, Illinois 60652
Attn: Joan Burach*



55118105

GEORGE E. COLE
LEGAL FORMS