

UNOFFICIAL COPY

85194357

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, that Carla E. Durbon
Divorced and not remarried
(hereinafter called the Grantor), of
8535 South McVickers, Burbank, IL 60459

85194357

for and in consideration of the sum of Seven Thousand
Nine Hundred & Six Dollars 408/100 Dollars
in hand paid, CONVEY AND WARRANT
Ford City Bank & Trust Company
47601 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
rights, issues and profits of said premises, situated in the County of Cook

and State of Illinois, to-wit:
Lot 27 in J. Herbert Cline's 87th Street Homesites, a subdivision of the South
half of the East half of the Southwest quarter of Section 32, Township
38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

The Grantor has a lien against the aforesaid property in the amount of
\$18,000.00 pursuant to Judgement for Dissolution of Marriage entered in the
case of Durbon vs Durbon, Case No. 77 D 12205, Exempt under the provisions of Paragraph
(e) of Section 4 of the Real Estate Transfer Tax Act.

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 48 consecutive installments of \$164.71 each, commencing

October 15th, 1985 and maturing September 15th, 1989.

PROPERTY INDEX NUMBERS

19 - 33 - 314 - 006 - 0000
A SA BLK PCL DIST MI.

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,
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 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 in companies
acceptable to the holder of the first mortgage indebtedness, with loss clause attached (payable to the first Trustee of Mortgage); 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 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 moneys so paid, the Grantor agrees to repay immediately
without demand, and the same with interest thereon from the date of payment at 14.34 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 14.34 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, in both, the same as if all of said indebtedness had
then matured by express term.

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 discovery, disbursements, witness' charges, cost of process and carrying abstract showing the
whole title of said premises embracing liens insurance, 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, in their decree of sale shall have been entered or not, shall not be dismissed, nor release heretofore 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 to which such complaint is filed, may at once, and
without notice to the Grantor, or to any other 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 on Carla E. Durbon-divorced and not remarried

IN THE EVENT of the death, 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 fails 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 grantor 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 4th day of Sept., 1985

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

Carla E. Durbon (SEAL)
Carla E. Durbon (SEAL)

This instrument was prepared by Mike Lahti-7601 So. Cicero Ave. Chicago, Ill.

(NAME AND ADDRESS)

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Joan M. Burtch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carla E. Durbon-Divorced and not remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, prepared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 4th day of Sept., 1985

(Impress Seal Here)

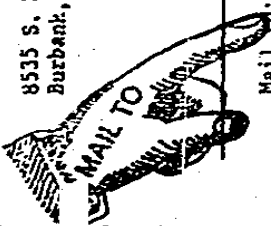
Joan M. Burtch
Notary Public

Commission Expires _____
NOTARY PUBLIC STATE OF ILLINOIS
REGISTRATION NO. 002 25, 1983
ISSUED AND EXPIRES AUTOMATICALLY

-85-194357

18 SEP 85 11:36

SEP-18-85 3 54 17 • 85194357 • A — 859 11:26

BOX No. _____	SECOND MORTGAGE Trust Deed
<u>Carla E. Durbon-divorced</u>	
TO	
<u>Ford City Bank and Trust Co.</u>	
<u>8535 S. McVicker</u> <u>Burbank, Illinois 60459</u>	
	
Mail to: <u>Chris Amato</u> <u>FORD CITY BANK AND TRUST CO.</u> <u>7601 S. Cicero</u> <u>Chicago, Illinois 60652</u>	
	11 00 MAIL