

UNOFFICIAL COPY

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THIS INDENTURE WITNESSETH That Bobbie A. Roberts  
and Wife Frances M. Roberts  
(hereinafter called the Grantor, of 1504 S. Clarence  
Berwyn, Il. 60402  
(No. and Street) (City) (State)  
for and in consideration of the sum of Three Thousand Dollars and  
No/100 Dollars  
in hand paid, CONVEY AND WARRANT to Freedom Federal  
Savings Bank  
of 600 Hunter Dr., Oak Brook, Il. 60521  
(No. and Street) (City) (State)  
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:

85322130

Above Space For Recorder's Use Only

Real Estate Index Number: 16-19-226-018 *RF*

Lot 2 (except the N 4 feet) and the N 11 feet of Lot 3 in the  
Subdivision of Block 59 in the Subdivision of Section 19,  
Township 39 North, Range 13, East of the Third Principal Meridian,  
(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 November 29, 1985, 19\_\_\_\_,  
payable to the order of and delivered to the Trustee, in and by which note the Grantor promises to pay the principal sum of \_\_\_\_\_  
Three Thousand Dollars and No/100 \_\_\_\_\_ DOLLARS.  
(3,000.00), in 59 installments of 67.00 each beginning January 1, 1986  
19\_\_\_\_ and a final installment of Balance payable on January 1, 1991  
19\_\_\_\_, 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 Freedom Federal Savings Bank  
600 Hunter Dr., Oak Brook, Il. 60521

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 and 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 first to the first Trustee or Trustee, 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 grantor 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 12.50 percent 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  
12.50 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 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 any fact 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 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: Robbie A. Roberts and Wife Frances M. Roberts

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 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 \_\_\_\_\_ and seal \_\_\_\_\_ of the Grantor this 29th day of November, 19 85

Bobbie A. Roberts

*X* Bobbie A. Roberts (SEAL)

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

Frances M. Roberts

*X* Mrs Frances M. Roberts

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

85322130

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STATE OF Illinois }  
COUNTY OF DuPage } ss.

I, Hien N John, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bobbie A Roberts and  
wife Frances M Roberts  
personally known to me to be the same person whose name all 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 29<sup>th</sup> day of November, 19 85.

(Impress Seal Here)

[Signature]  
Notary Public

Commission Expires 10-14-87

DEPT-91 RECORDING 211.00  
T#2222 TRAN 0167 12/13/85 09:13.00  
#2117 # B \*-85-322130

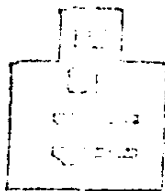
-85-322130

BOX No.

SECOND MORTGAGE

Trust Deed

TO



FREEDOM FEDERAL SAVINGS BANK  
HUNTER DRIVE  
1209 SINDTIL WOODBROOK ILL 60090