

260707161

THIS INDENTURE WITNESSETH, That Gerald M. Basak and Wife Ann C. Jarvis

(hereinafter called the Grantor, of 3715 Raymond Brookfield, Il. 60513

for and in consideration of the sum of Five 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

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:

85322139

Above Space For Recorder's Use Only

Real Estate Index Number: 15-34-321-005 *J.P.W.*

The South 1/2 of North 1/2 of Lot 9 in Block 19 in Portia Manor being Frederick A. Bartlett's Subdivision in the Southwest 1/4 of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded February 6, 1915 as Document No. 5573274 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 October 16, 1985 payable to the order of and delivered to the Trustee in and by which note the Grantor promises to pay the principal sum of Five Thousand Dollars and No/100 DOLLARS, (\$ 5,000.00), together with interest on the principal balance from time to time unpaid at the rate of 12.50 percent per annum from October 16, 1985 until maturity, payable in 19 installments of 167.56 each beginning November 20, 1985 and a final installment of Balance payable on November 20, 1988 and with interest after maturity of the final installment at the rate of 12.50 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 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 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 repay immediately without demand

and the same with interest thereon from the date of payment at 12.50 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 12.50 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 a abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Grantor; and the like expenses and disbursements, presumed 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: Gerald M. Basak and Wife Ann C. Jarvis

IN THE EVENT of the death or removal from said Cook County of the grantor, 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 16th day of October 85

Gerald M. Basak *Gerald M. Basak* (SEAL)

Ann C. Jarvis *Ann C. Jarvis* (SEAL)

Please print or type names below signatures

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

85322139

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF DuPage } ss.

I, Thien N. John, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald M. Basak and wife Ann C. Jarvis

personally known to me to be the same person whose name 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 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 16<sup>th</sup> day of October, 19 85

(Impress Seal Here)

Thien N. John  
Notary Public

Commission Expires 10-14-87

DEPT-01 RECORDING \$11.00  
T#0222 TRAM 0147 12/13/85 09:13:00  
#2124 # B \*-85-322139

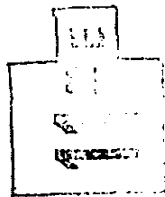
Property of Cook County Clerk's Office

-85-322139

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO



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