

UNOFFICIAL COPY

85322148

360006809

THIS INDENTURE WITNESSETH That Frederick P. Simonian and Wife Doris Simonian

(hereinafter called the Grantor), of 3821 Ellington Western Springs, IL. 60558

85322148

for and in consideration of the sum of Ten 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

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:

Real Estate Index Number: 15-32-307-010 *YAW*

Lots 1 and 2 except the South 80.46 feet of said lots 1 and 2 in Block 1 in Resubdivision of Blocks 1 and 2 in Field Park a subdivision of the West five eighths of that part of the West half of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, lying North of Chicago Burlington and Quincy Railroad and that part of the East 1638.7 feet of the West 1886.2 feet of the Southwest quarter of Section 32, Township 39 North, Range 12 East of the Third Principal Meridian, lying South of Naperville Road in Cook County, Illinois.

Herby 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 September 13, 1985

for Ten Thousand Dollars and No/100 DOLLARS,

together with interest on the principal balance from time to time unpaid at the rate of 12.50 percent per annum from September 13, 1985 until maturity, payable in 59 installments of

225.14 each beginning October 15, 1985 and a final installment of

Balance payable on October 15, 1990 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 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 12.50 percent per annum shall be so much paid in total 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 by 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 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: Frederick P. Simonian and Wife Doris Simonian

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 13rd day of September, 1985

Frederick P. Simonian *Frederick P. Simonian* (SEAL)

Please print or type name(s) below signature(s) Doris Simonian *Doris Simonian* (SEAL)

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

UNOFFICIAL COPY

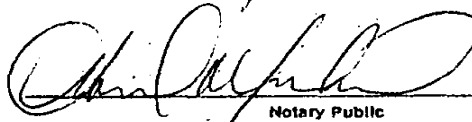
STATE OF Illinois }
COUNTY OF DuPage } ss.

I, Helen D. John, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederick F and Wife Doris Simonian

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 no nestead.

Given under my hand and official seal this 13th day of September, 19 85

(Impress Seal Here)


Notary Public

Commission Expires 10-14-87

DEPT-01 RECORDING 111.00
T#2222 TRAN 0167 12/13/85 09:15:00
#2135 # B * -85-322148

-85-322148

BOX No.

SECOND MORTGAGE
Trust Deed

TO



FREEDOM FEDERAL SAVINGS BANK
600 HUNTER DRIVE
OAK BROOK, ILLINOIS 60451