

**UNOFFICIAL COPY**

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

84 10116

360005934

THIS INDENTURE WITNESSETH That Western National Bank of Cicero as Trustee, under Trust Agreement #7488  
hereinafter called the Grantor, of 6526 W. 28th Place  
Berwyn, IL, 60402  
(No and Street)  
for and in consideration of the sum of Ten Thousand Dollars and  
100Dollars  
in hand paid CORVUS AND WARRANT to Freedom Federal  
Savings Bank  
of 600 Hunter Dr., Oak Brook, IL, 60521  
(No and Street)  
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.

No/

86040116

Above Space For Recorder's Use Only

and State of Illinois to-wit:

Real Estate Index Number: 16-30-414-006 Q

The West 40 feet of the East 120' feet of lot 55, in Norbert N. Rosas Subdivision of the East 1/2 of the Southeast 1/4 (except the South 800.5 feet thereof) in Section 30, Township 39, North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Herby releasing and waiving all rights under and by virtue of the homestead exemption law 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 Due, a document note dated July 5, 1985,

payable to the order of fund delivered to the Plaintiff and by which only the Grantor promises to pay the principal sum of Ten Thousand Dollars and no/100 Dollars,

10,000.00, together with interest on the principal balance from time to time unpaid at the rate of 16.0 percent per annum from July 5, 1985, until maturity, payable in 60 installments of

• 232.77 each beginning AUGUST 5, 1985, 10, and a final installment of Balance, payable on AUGUST 5, 1990, 10, and with interest after maturity of the

final installment at the rate of 14.0 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 of 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 to 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 the creation 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 Mortgagor, and second, to the Trustee herein as their interests may appear; which policies shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (6) to pay all prior indebtedness, 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 indebtedness 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 indebtedness and the interest thereon from time to time, and all money so paid, the Grantor agrees to, pay immediately without demand,

and the same with interest thereon from the date of payment at 14.0 per cent per annum shall be so in (hereafter) said 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 the time of such breach at 14.0 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum so fall of all 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 an 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 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 item 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: Western National Bank of Cicero as Trustee Under Trust #7488

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 5th day of July, 85,

Alan H. Burton  
Sharon L. Burton

Alan H. Burton  
Sharon L. Burton

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

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, Allen N. Cahan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alma H. Burton and  
Sharon L. Burton

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 a 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 5th day of July, 1987.

(Impress Seal Here)

Allen N. Cahan  
Notary Public

Commission Expires 10-14-87

**11<sup>00</sup>**

29 JAN 86 10:27

BOX No \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed

TO



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