

UNOFFICIAL COPY

36 0005496

86040121

THIS INSTRUMENT WITNESSETH That Jamaa Gilmour, Divorced  
 (hereinafter called the Grantor) of 639 S. Ridgeland Ave  
Oak Park, Il. 60304  
 for and in consideration of the sum of Four 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

Above Space For Recorder's Use Only

Real Estate Index Number: 16-18-215-026 RP

Lot 13 in Block 2 in the Subdivision of Blocks 1 and 2 of  
 S.T. Gunderson and Company's Addition to Oak Park, a Sub.  
 of the East 1/2 of Lot 4 in the Subdivision of Section 18,  
 Township 39 North, Range 13, East of the Third Principal  
 Meridian, in Cook County, Illinois.

86040121

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 May 31, 1985  
 to Freedom Federal Savings Bank and by which note the Grantor promises to pay the principal sum of  
Four Thousand Dollars And No/100 DOLLARS,  
 (\$ 4,000.00), together with interest on the principal balance from time to time unpaid at the rate of 14.0  
 percent per annum from May 31, 1985 until maturity, payable in 60 installments of  
93.11 each beginning July 1, 1985 and a final installment of  
 \* Balance payable on July 1, 1990 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 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 on 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 14.0 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  
14.0 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 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 James Gilmour, Divorced  
 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 31 day of May 19 85

James Gilmour

*James Gilmour* (SEAL)

Please print or type names of  
below signatures)

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

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF DuPage } 68.

I, Allen N. John, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES GILMOUR

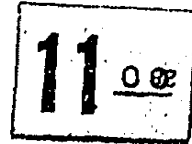
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 31<sup>st</sup> day of May, 19 85

(Impress Seal Here)

Allen N. John  
Notary Public

Commission Expires 10-14-89



99 JAN 62

JAN-29-85 3 4 0 7 • 86040121 • A --- Box

86-040121

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO



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