

THIS INDENTURE WITNESSETH that **Laurence R. DuBroff and His Wife Lynda L. DuBroff**

hereinafter called the grantor, of **6838 Juneberry Ave Woodridge, Il. 60517**

86118050

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**

as Trustee, and to his successors in trust hereinafter named the following less (less) 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:

Above Space For Recorder's Use Only

Real Estate Index Number: **08-24-303-017**

Lot 16 in Woodridge Center Unit #3, being a Sub. of part of the SW 1/4 of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage 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 **80** installment note dated **February 25, 1986**

payable to the order of and delivered to the Trustee, in and by which note the Grantor promises to pay the principal sum of

Ten Thousand Dollars and No/100 DOLLARS.

10,000.00 in **59** installments of **224.82** each beginning **March 25, 1986**

and a final installment of **Balance** payable on **February 25, 1991**

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 GRANTEE covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said note or notes provided, according to the 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, damage, or loss, to rebuild or restore, or to rebuild or improve 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, which payable first to the first Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be let from and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall become due and payable;

IN THE EVENT of future non-payment of any taxes or assessments, or the prior mortgages or the interest thereon when due, the grantee or the holder of said indebtedness may proceed to pay such taxes or assessments, or discharge or pay back any tax lien or lien affecting said premises or pay all prior mortgages, 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 **12.50** per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above said 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 or sale or by suit at law or both, the same as if all 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, stamp duties, charges, cost of procuring or completing abstract showing the whole title to said premises embracing the 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 proceeding, 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 of and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is **Laurence R. DuBroff and His Wife Lynda L. DuBroff**

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 above said 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 **25th** day of **February** 19 **86**

Laurence R. DuBroff

(SEAL)

(SEAL)

Please print or type names below signatures:

Lynda L. DuBroff

This instrument was prepared by **Freedom Federal Savings Bank 600 Hunter Dr., Oak Brook, Il. 60521**

86118050

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF DeKalb) ss.

I, William N. John, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence F. Dubroff and wife Lynda L. Dubroff 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 tonestead.

Given under my hand and official seal this 25th day of February, 19 86.

(Impress Seal Here)

William N. John
Notary Public

Commission Expires 12-14-87

27 MAR 86 11 18 AM

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Property of Cook County Clerk's Office

-98-119050

842119050
SECOND MORTGAGE
Trust Deed

TO



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