

UNOFFICIAL COPY

36-001075-1

THIS INDENTURE WITNESSETH That Emmanuel Tojlong and Teresita E. Tojlong,
 hereinafter called the Grantor, of
6446 W. 28th St. Berwyn, IL 60402
 for and in consideration of the sum of
Seven Thousand Four Hundred Sixteen & 36 Dollars
 in hand paid, CONVEY S AND WARRANT S to
Freedom Federal Savings Bank
 of 600 Hunter Drive Oak Brook, IL 60521

(No and Street) City State
 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 every appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

PERMANENT REAL ESTATE TAX NUMBER: 16-30-413-018

The W. 31 feet of the E. 63 feet of Lot 43 in Herbert N. Rose's Subdivision of the E. 1/2 of the SE 1/4 (except the S. 800.5-feet thereof) in Section 30, Township 39 N., Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Above Space For Recorder's Use Only

HAR

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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.

WHICHES, The Grantor is justly indebted upon \$10,860.00 initially note dated November 14, 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 Five Thousand and 00/100 DOLLARS, (\$5,000.00), in 83 installments of .88.29, each beginning December 20, 1986, and a final installment of .bal. due, payable on November 20, 1993, 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.

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 and 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 by 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, for judge, 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 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 12.00 percent per annum shall be no in addition to the 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 12.00 percent 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 compiling a 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 discontinued, 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.

Emmanuel Tojlong and Teresita E. Tojlong, his wife.

The name of a record owner be Cook, County of the grantee, or of his residence, 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 and find 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 W/4.Witness the hand g. and seal g. of the Grantor this 14th day of November, 1986.

X Emmanuel Tojlong
 Emmanuel Tojlong
 X Teresita E. Tojlong
 Teresita E. Tojlong

This instrument was prepared by Freedom Federal Savings Bank 600 Hunter Drive, Oak Brook, IL 60521
 NAME AND ADDRESS



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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Sue A Kastner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Emmanuel Tojone & Teresita E Tojone

personnally known to me to be the same person as whose name is 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 their 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 4th day of December, 1986.

(Impress Seal Here)

Sue A Kastner
Notary Public

Commission Expires 10-12-88

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BOX No _____
SECOND MORTGAGE
Trust Deed

MAIL TO:
TO
FREEDOM FEDERAL

600 HUNTER
OAK BROOK, IL 60521