

UNOFFICIAL COPY

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87285223

THIS INDENTURE WITNESSETH that Thomas M. Boyce and Carol E. Boyce, his wife hereinafter called the Grantor, of 3806 Gladstone, Riverside, IL 60546

for and in consideration of the sum of Five thousand dollars and no/100 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 and State of Illinois to wit

Above Space For Recorder's Use Only

Real Estate Index Number: 15-36-312-013, 014 & 003

lots 3, 4 & 28 in Block 7 in Riverside Lawn, being a Subdivision of that part of the Southwest 1/4 of section 36, township 39 N., Range 12, East of the Third Principal Meridian, in Cook County, Illinois lying East of the West 10 chains thereof & Easterly & Southerly of DesPlaines River in the Township of Riverside, Cook County, Illinois

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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

WHEREAS The Grantor is justly indebted upon an installment note dated April 27 1987 payable to the order of and delivered to the Trustee in and by which the Grantor promises to pay the principal sum of Five thousand dollars and no/100 in 47 installments of \$ 131.80 each beginning May 30, 1987 and a final installment of balance payable on April 30, 1987 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 said note, 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 by said note or notes provided or according to any agreement extending time of payment (2) to pay when due to each year all taxes and assessments against said premises and on demand to extend receipts therefor (3) within sixty days after destruction or damage to or build or to store or 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 grantor 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 Trustee/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 said indebtedness is fully paid (6) to pay all prior encumbrances and the interest thereon at the time of times when the same shall become due and payable

IN THE EVENT of failure to insure or pay tax or assessments or the prior encumbrances or the interest thereon when due the grantor or the holder of said indebtedness may procure such insurance or pay such tax or assessments or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time and all monies so paid the Grantor agrees to pay immediately without demand and the same with interest thereon from the date of payment at 12.00 percent 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 12.00 percent per annum shall be recoverable by law to secure the debt or by suit at law or both the same as if all of said indebtedness had then matured by express terms

THIS 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 and fees for documentary evidence, stenographic, charges, cost of procuring or completing abstract showing the whole title of said premises embracing fore closure decree shall be paid by the Grantor and the like expenses and disbursements occasioned by any suit or proceeding wherein the Grantor 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 fore close 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 Thomas M. Boyce and Carol E. Boyce, his wife

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 n/a

Witness the hand and seal of the Grantor this 27th day of April 1987

Thomas M. Boyce

Handwritten signature of Thomas M. Boyce

(SEAL)

Please print or type names below signature(s)

Carol E. Boyce

Handwritten signature of Carol E. Boyce

(SEAL)

#36-001301-1

This instrument was prepared by Linda Kickola Freedom Federal Savings Bank 600 Hunter Dr., Oak Brook IL, 60521

Freedom Federal Savings Bank 600 Hunter Dr. Oak Brook, IL 60521



