

UNOFFICIAL COPY

-88-538306

CAUTION: Consult a lawyer before using or acting under this form. Whether the public or not the seller of the form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Harold R. Keene married to Beverly J. Keene, his wife

(hereinafter called the Grantor), of 1654 Idlewild Lane, Homewood, IL 60430

for and in consideration of the sum of Twenty Five Thousand and No/100 (\$25,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Edison Credit Union an IL corp. incorp. under the IL Credit Union Act of 300 W. Adams, Suite 330, Chicago, IL 60606

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

See Reverse Side

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 1654 Idlewild Lane, Homewood, Illinois 60430
Address(es) of premises: 32-06-403-037

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted upon a principal amount of \$25,000.00 payable

to Edison Credit Union in the principal amount of \$25,000.00, payable in 84 monthly installments of \$441.16, bearing interest at the rate of 10.9 % per annum, as per the tenor of the said Installment Note.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, at the time 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 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 hereof, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable 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 Trustee or 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 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, the amount so paid, plus interest thereon at the rate of 10.9 % per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements in whole or 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 the rate of 10.9 % 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 document preparation, stenographer's charges, cost of procuring or completing abstracts 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 a 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether or decree of sale shall have been entered or not, shall not be dismissed, nor shall 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 person 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: Harold R. Keene

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 Chicago Title & Trust Company 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 the first mortgage of First Calumet City Savings dated 5/13/77 and recorded as Document No. 23931870

Witness the hand, seal and seal of the Grantor this 15th day of November, 1988

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

Harold R. Keene (SEAL)
Harold R. Keene

Beverly J. Keene (SFAL)
Beverly J. Keene for purposes of releasing homestead rights only

MAIL TO: This instrument was prepared by Joel Goldman, Esq., 2 Crossroads of Commerce, Suite 310, Rolling Meadows, Illinois 60008

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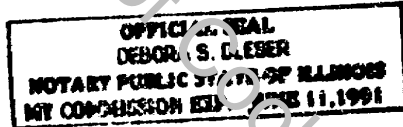
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Debora S. Bleser, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold R. Keene married to Beverly J. Keene, and Beverly J. Keene

personally known to me to be the same person ~~s~~ whose names ~~s~~ etc 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 15th day of November, 1988.

(Impress Seal Here)



Debora S. Bleser
Notary Public

Commission Expires

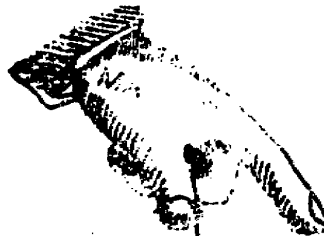
NOV-22-88 5 4 2 1 6 88530306 - A - Rec 13.00

Identification No. 4220
EDISON CREDIT UNION, Trustee

BY: Debora S. Bleser

LEGAL DESCRIPTION

The East 60 feet of Lot 62 in O. Reuter and Company's Idlewild Terrace, being a Subdivision of the North $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 6, Township 23 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded April 5, 1921, as Document 7103704 in Cook County, Illinois.



13 1/2

88-530306

BOX No.

SECOND MORTGAGE
Trust Deed

HAROLD R. KEENE married to

BEVERLY J. KEENE TO

EDISON CREDIT UNION,

an Illinois corporation

NAIL TO:

JOEL GOLDMAN
ATTORNEY AT LAW
TWO CROSSROADS OF COMMERCE
ROLLING MEADOWS, IL 60008

GEORGE E. COLE
LEGAL FORMS

91088598

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RIDER ATTACHED TO TRUST DEED AND MADE
A PART HEREOF TO THAT CERTAIN NOTE
DATED November 15, 1988
EDISON CREDIT UNION, AS MORTGAGEE
("TRUSTEE"), and Harold R. Keene married
to Beverly J. Keene
AS MORTGAGORS ("GRANTORS")

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, as long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

Harold R. Keene
Harold R. Keene

Beverly J. Keene
Beverly J. Keene for purposes of
releasing homestead rights only

-88-505306

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Property of Cook County Clerk's Office

NOTICE

The undersigned
do hereby certify
that the within
document is a
true and correct
copy of the
original as
the same appears
in the records
of the County
Clerk's Office
at Chicago, Illinois
this 1st day of
January, 1900.