

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

88258368

THIS INDENTURE WITNESSETH That NESTOR A. VEGA
and DIANE M. VEGA, His wife,

(hereinafter called the Grantor) of
1860 MAINE DRIVE, ELK GROVE VILLAGE, ILL.
60007, (No. and Street) (City) (State)
for and in consideration of the sum of TWENTY THOUSAND DOLLARS
AND NO/100-----(\$20,000.00) Dollars

DEPT-01 RECORDING \$12.25
T#1111 TRAN 5938 06/14/88 14:22:00
#472 # A *-88-268368
COOK COUNTY RECORDER

in hand paid, CONVEY S. AND WARRANT S. to
EDWARD A. RICE and KATHERINE RICE,
1985 BAINTREE ROAD, DAVIS, ILL. 61019
(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 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

Lot 87 "Plat of Resubdivision No. 5 for a portion of Winston Grove
Section 238" being Subdivision of part of Section 26, Township 41
North, Range 10, East of the Third Principal Meridian, in Cook 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.
WHI-REAS, The Grantor is justly indebted to principal promissory note bearing even date herewith, payable

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1860 Maine Drive, Elk Grove Village, Ill. 60007
1985 Baintree Road, Davis, Ill. 61019

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 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 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 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 the rate of _____ 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 holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach
at _____ per cent per annum, shall be recoverable by foreclosure thereon, 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 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 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 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 and charge of said premises with power to
collect the rents, issues and profits of said premises.

The name of a record owner is NESTOR A. VEGA and DIANE M. VEGA, His wife,

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then

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 3rd day of _____ 1988

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

NESTOR A. VEGA (SEAL)

DIANE M. VEGA (SEAL)

This instrument was prepared by

NAME AND ADDRESS:

This Instrument Was Prepared By:
Gerald I. Marcus, Ltd., Attorney At Law
2500 W. Higgins Road, Suite 600
Hoffman Estates, Illinois 60195

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UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, GERALD I. MARCUS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NESTOR A. VEGA and DIANE M. VEGA, His wife,

personally known to me to be the same persons whose names 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 3rd day of June, 1988

(Impress Seal Here)

Gerald I. Marcus
Notary Public
GERALD I. MARCUS

Commission Expires June 23, 1991

OFFICIAL SEAL
GERALD I. MARCUS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 23, 1991

BOX No. 82255368
SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS