

THIS INDENTURE WITNESSETH That Clara Preston, a widow & Leo E. Kivi

(hereinafter called the Grantor), of 3411 Grand Blvd Brookfield, Illinois

88268882

for and in consideration of the sum of Ten Thousand and no/00-- Dollars

in hand paid, CONVEY AND WARRANT to Freedom Federal Savings Bank of 600 Hunter Drive Oak Brook, Illinois

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

Lots 36 to 35 in Block 36 in S. E. Gross' First Addition to Grossdale in the NW Quarter of Section 34, Township 39 N., Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 15-34-131-016 to 018

Common Address: 3411 Grand Blvd., Brookfield

Cook County

88268882

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 June 7, 1988 payable to the order of and delivered to the Trustee, in and by which the Grantor promises to pay the principal sum of Ten Thousand and no/100 DOLLARS, 10,000.00 in 83 installments of 175.30 each beginning July 10, 1988 and a final installment of Balance payable on June 10, 1995 and all of said indebtedness is made payable at such price 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 Drive Oak Brook, Illinois 60521

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 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 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 first Trustee or 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 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 grantor 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 moneys so paid, the Grantor agrees to pay immediately without demand, and the same with interest thereon from the date of payment at 11.75 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 accrued 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 11.75 per cent 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 completing the 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 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 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.

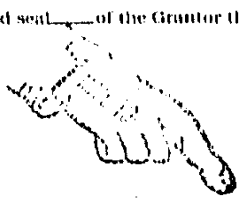
The name of a record owner is: Clara Preston, a widow & Leo E. Kivi

IN THE EVENT of the death or removal from said Cook County of the grantor, 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 grantor 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 7th day of June 1988

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



Clara Preston (SEAL)  
Clara Preston

Leo E. Kivi (SEAL)  
Leo E. Kivi

This instrument was prepared by S. Nawrocki, Freedom Federal, 600 Hunter Dr., Oak Brook, IL 60521 (NAME AND ADDRESS) 36-001579-2

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF DuPage ) ss.

I, Patricia Schofield, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Clara Preston and Leo E. Kivi

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 7th day of June, 1988.

"OFFICIAL SEAL"  
(Place Seal Here)  
**PATRICIA C. SCHOFIELD**  
Notary Public, State of Illinois  
My Commission Expires 2-24  
Commission Expires \_\_\_\_\_

*Patricia Schofield*  
Notary Public

88268882

DEPT-01 RECORDING \$12.00  
T#2222 TRAN 7311 06/20/88 12:28:00  
88268882 #7400 #B \*-88-268882  
COOK COUNTY RECORDER

BE

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO