

THIS INDENTURE WITNESSETH That Charles V. Rydlewski & Carol A. Rydlewski, his wife, in Joint Tenancy

(hereinafter called the Grantor, of 4026 Linden Avenue Western Springs, Illinois

for and in consideration of the sum of Twenty-five Thousand and no/100 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:

88316868

Above Space For Recorder's Use Only

Lot 3 in Block 9 in Martin's Addition to Field Park, being a Subdivision of the East three eighths of the West half of that part of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, lying North of Chicago Burlington and Quincy Railroad and of the East 783.13 feet of that part of the South West quarter of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian lying South of the center line of Naperville Road otherwise known as Ogden Avenue in Cook County, Illinois.

Permanent Index Number: 18-05-113-013

Common Address: 4026 Linden Avenue, Western Springs Cook County

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 July 14 1988 payable to the order of and delivered to the Trustee, in and by which the Grantor promises to pay the principal sum of Twenty Five Thousand and no/100 Dollars * 25,000.00 in 83 installments of * 438.77 each beginning August 15 1988 and a final installment of * Balance payable on July 15 1995 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 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 (3) to demand and collect therefor, within sixty days after designation of damage or 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 on 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 first to the Trustee, second to the Mortgagee, and third to the Trustee herein as their interests may appear, (6) policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, (7) 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 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 of said 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 holder of the note, 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 thereon, or by suit at law, or both, the same and 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 an 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 process, and when 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 proceedings, 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 Charles V. Rydlewski & Carol A. Rydlewski, his wife, in Joint Tenancy

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 above said covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on releasing his said charges.

This trust deed is subject to N/A

Witness the hand and seal of the Grantor this 14th day of July 1988

Please print or type names below signatures:
Charles V. Rydlewski (SEAL)
Carol A. Rydlewski (SEAL)

This instrument was prepared by S. Nawrocki, Freedom Federal, 600 Hunter Dr., Oak Brook, IL 60521
(NAME AND ADDRESS) 36-001603-0

net title Springs # R7-346

88316868

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 Charles V. Rydlewski and Carol A. Rydlewski

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 14th day of July, 1988.

"OFFICIAL SEAL"
PATRICIA C. SCHOFIELD
Notary Public, State of Illinois
My Commission Expires 2-24-91

Patricia Schofield
Notary Public

Commission Expires _____

DEPT-01 RECORDING \$12.25
T#2222 TRAN 0545 17/19/88 09:52:00
#5456 # B * 88-316868
COOK COUNTY RECORDER

COOK County Clerk's Office

88316868

12 Mail

88316868

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

