

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That **John B. Dunphey and Sandra M. Dunphey, his wife (J)** (hereinafter called the Grantor), of **1315 N. Illinois Ave., Arlington Heights, IL., 60004** (City) (State)

for and in consideration of the sum of **FIVE THOUSAND DOLLARS AND NO CENTS** Dollars in hand paid, CONVEY AND WARRANT to **Angela Shy** As Trustee of **25 E. Campbell St., Arlington Heights IL., 60005** (City) (State)

89196720

Above Space For Recorder's Use Only

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: **LOT 50 IN RAYMOND L. LUTGERT'S SUBDIVISION OF THE WEST 78 ACRES OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPLE MERIDIAN, (EXCEPT THE SOUTH 25 FEED THEREOF), IN COOK COUNTY, ILLINOIS.**

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): **03-19-318-009**  
Address(es) of premises: **1315 N. Illinois Ave., Arlington Hts., IL., 60004**

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WITH REAS. The Grantor is justly indebted upon **one** principal promissory note bearing even date herewith, payable **IN 60 INSTALLMENTS OF \$109.34 EACH AND A FINAL INSTALLMENT OF \$ 109.84 BEGINNING ON 11/18/89 AND CONTINUING ON THE SAME DAY OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL FULLY PAID TO ARLINGTON FEDERAL SAVINGS & LOAN.**

**FOR THE SUM OF FIVE THOUSAND DOLLARS EVEN. PAYABLE TO ARLINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION.**

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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 grantee herein, which hereby is 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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee of Mortgage 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at **nine** percent 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 in part, 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 **nine** percent 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 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 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 shall a decree hereof given, until all such expenses and disbursements, and the cost 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, reserves 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 same premises.

The name of a record owner is: **John B. Dunphey and Sandra M. Dunphey, his wife (J)** Cook County of the grantee, or of his resignation, refusal or failure to act, then **Robert Kowall** 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 **29th** day of **September**, 1989.

*John B. Dunphey* (SEAL)  
JOHN B. DUNPHEY

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

*Sandra M. Dunphey* (SEAL)  
SANDRA M. DUNPHEY

This instrument was prepared by **Lorey Throgmartin** (NAME AND ADDRESS) **Arlington Federal Savings & Loan**  
**25 E. Campbell St.**  
**Arlington Hts., IL., 60005**

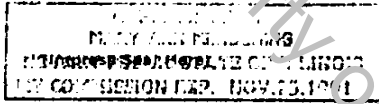
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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, MARY ANN MENSCHING, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN B. DUNPHEY & SANDRA M. DUNPHEY

personally known to me to be the same person ~~s~~ 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 29th day of September, 19 89.



*Mary Ann Mensching*  
Notary Public

Commission Expires

DEPT-61 RECORDING \$12.00  
T#3888 TRAN 1436 10/19/89 14:17:00  
#4045 # G \* -89-496720  
COOK COUNTY RECORDER

BOX No. 89-196720  
SECOND MORTGAGE  
**Trust Deed**

TO

*[Handwritten signature]*

**89496720**  
GEORGE E. COLE  
LEGAL FORMS