

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That FRANK CONSTANT AND MARY CONSTANT, HIS WIFE

(hereinafter called the Grantor), of 4608 THORNTREE ROLLING MEADOWS, IL 60008

for and in consideration of the sum of TWENTY THOUSAND EVEN Dollars

in hand paid, CONVEY S. AND WARRANT S. to ANGELA SHY AS TRUSTEE

of 25 E. CAMPBELL ST. ARLINGTON HTS., IL 60005

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: THAT PART OF LOT 62 LYING SOUTH OF A LINE RUNNING FROM A POINT ON THE WEST LINE OF SAID LOT, 10.0 FEET SOUTH OF THE NORTH WEST CORNER THEREOF TO A POINT ON THE EAST LINE OF SAID LOT 11.68 FEET SOUTH OF THE NORTH EAST CORNER TOGETHER WITH THAT PART OF LOT 63, LYING NORTH OF A LINE RUNNING FROM A POINT ON THE WEST LINE OF SAID LOT, 20.0 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON THE EAST LINE OF SAID LOT 23.09 FEET SOUTH OF THE NORTH EAST CORNER THEREOF IN PLUM GROVE HILLS UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 08-07-211-015

Address(es) of premises: 4608 THORNTREE, ROLLING MEADOWS, IL 60008

IN TRUST; nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon one principal promissory note one bearing even date herewith, payable IN 83 INSTALLMENTS OF \$365.81 EACH AND A FINAL INSTALLMENT OF \$365.81 BEGINNING ON 5-13-89 AND CONTINUING ON THE SAME DAY OF EACH SUCCESSIVE MONTH THEREAFTER UNTIL FULLY PAID TO ARLINGTON FEDERAL SAVINGS & LOAN.

FOR THE SUM OF TWENTY THOUSAND DOLLARS EVEN. PAYABLE TO ARLINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided 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, or build 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 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 become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances and the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or charge 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 NINE 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 legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at NINE 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, notary'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 release thereof 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: FRANK CONSTANT AND MARY CONSTANT HIS WIFE

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 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 24th day of March 19 89

FRANK CONSTANT (SEAL)

MARY E. CONSTANT (SEAL)

MARY CONSTANT

This instrument was prepared by MARY ANN MENSCHING ARLINGTON FEDERAL SAVINGS & LOAN  
(NAME AND ADDRESS) 25 E. CAMPBELL ST.  
ARLINGTON HTS., IL 60005

89145992

Above Space For Recorder's Use Only

THIS MORTGAGE IS A SECOND MORTGAGE

89145992

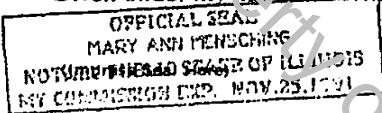
# UNOFFICIAL COPY

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 FRANK CONSTANT AND MARY CONSTANT, 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 24th day of MARCH, 1989.



*Mary Ann Mensching*  
Notary Public

Commission Expires \_\_\_\_\_

DEPT-01 \$12.00  
T#5555 TRAM 3141 04/04/89 09:39:00  
#5154 # E \*--89-145992  
COOK COUNTY RECORDER

83145992

BOX No. \_\_\_\_\_

SECOND MORTGAGE  
**Trust Deed**

TO

**VICKI LARUCCI**  
**CONSUMER LENDING**

ARLINGTON HEIGHTS FEDERAL  
SAVINGS and LOAN ASSOCIATION  
25 EAST CAMPBELL STREET  
ARLINGTON HEIGHTS, ILLINOIS 60004



89145992

GEORGE E. COLE®  
LEGAL FORMS

12/3/89