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THIS INDENTURE WITNESSETH, That Foster D. Chambers  
and Teresa A. Chambers(hereinafter called the Grantor), of  
500 South 52nd Avenue, Bellwood, Illinois  
(Do. and Street) (State)  
for and in consideration of the sum of Fifty-Seven Thousand  
Seven Hundred Thirty-One & 40/100 \$--Dollars  
in hand paid, CONVEY AND WARRANT to  
CANDIUS CO., INC.  
of F.O. Box #285, Lorwyn, Illinois  
(Do. and Street) (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: LOT 48 (except the south 240 feet) in E.A. Cummings and Company's Garden Home Addition being a subdivision of the Northwest Fractional 1/4 South of the Indian Foundry Line of Section 8 and that part of the East 1/2 of the Southwest 1/4 of Section 8 aforesaid South of the Indian Foundry Line lying North of Butterfield Road in Township 39Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.  
North, Range 12, East of the Third Principal Meridian, (except right of way of Chicago Great Western Railroad and Chicago, Aurora and Elgin Railroad) in Cook County, Illinois, Permanent Real Estate Index Number TIP 75-03-311-026 ADDRESS: 500 South 52nd Avenue Bellwood, Address of premises:

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to the Grantee principal promissory note, bearing even date herewith, payable in 180 monthly installments of \$320.73. Total principal amount \$25,350.00. Total interest amount \$32,381.40. Total after 180 month payments \$57,731.40.

1st payment due on February 28, 1990, and for 179 months thereafter until paid in full.

SC-014200

30011300

DEPT-01 RECORDING \$13.25  
 T#3333 TRAN 587 01/09/90 13:47:00  
 #9104 \* 90-014300  
 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as demand 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 last 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 encumbrances, 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 encumbrances, 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 encumbrances 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.

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 without interest thereon from time of such breach at 12% 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 compiling abstract showing the whole title of said premises embracing foreclosure decree, to 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 debt on 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 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 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 one 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 Foster D. Chambers and Teresa A. ChambersIN THE EVENT of the death or removal from said COOK 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 26th day of December 1989

Foster D. Chambers (SEAL)  
Foster D. Chambers

Teresa A. Chambers (SEAL)  
Teresa A. Chambers

This instrument was prepared by Father & Sons, Inc., 5 North Longmeadow Rd., Riverside, IL  
(NAME AND ADDRESS)

60546

13 MAI

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

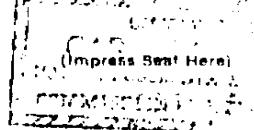
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Carole A. Downs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Foster E. Chambers and Teresa A. Chambers

personally known to me to be the same person as 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 26th day of December, 1989.



*Carole A. Downs*  
Notary Public

Commission Expires 2/27/91

*RECORDED*

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

SECOND MORTGAGE  
**Trust Deed**

to

GEORGE E. COLE,  
LEGAL FORMS