

TRUST DEED

SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That **Robert L. Paulsen and Alice A. Paulsen, his wife**

(hereinafter called the Grantor), of **4902 Cypress Court, Richton Park, IL 60471**

for and in consideration of the sum of **Ten Thousand and No/100**

in hand paid, CONVEY S. AND WARRANT S. to **BEVERLY BANK MATTESON**

of **4350 Lincoln Hwy., Matteson, IL 60443**

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 124 in Brynside's Lakewood Estates, a Subdivision of the North 33 feet of the West 1/2 of the Southeast 1/4 and part of the East 1/2 of the Northeast 1/4 of Section 33, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all claims under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: **31-33-204-027**

Address(es) of premises: **4902 Cypress Court, Richton Park, IL 60471**

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

WHEREAS, The Grantor is justly indebted unto **\$10,000.00** principal promissory note bearing even date herewith, payable

60 installments of \$219.92 each beginning on April 20, 1990, and continuing on the same day of each successive month thereafter until fully paid.

This Trust Deed covers all renewals, conversions, or extensions of the Promissory Note mentioned above.

COOK COUNTY, ILLINOIS

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 destruction of buildings or improvements on said premises that may have been destroyed or damaged, to that waste to said premises shall not be committed or allowed; (4) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is not by a title, to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said mortgagee or Trustee until the indebtedness is fully paid; (5) 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 to insure, or pay taxes or assessments, or the prior incumbrances, or interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or charge or pay, or cause any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and a money so paid, or a lien so paid, or a lien so paid, shall be repaid immediately without demand, and the same with interest thereon from the date of payment at **11.50** 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 **11.50** per cent per annum, shall be recoverable by foreclosure, or by suit at law, or by both, the same as if 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, a surveyor's charges, cost of procuring or compelling a contract drawing 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 the premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree or 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 such proceedings, 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 for the benefit of the Grantor, appoint a receiver to take possession or charge of said premises with power to

The name of a record owner is **Robert L. Paulsen and Alice A. Paulsen, his wife**

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 **Chicago Title And Trust Company**

of said County is hereby appointed to be the first successor in this trust, and if for any like cause said first successor shall 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.

XXXXXXXXXXXXXXXXXXXX

Witness the hands and seal of the Grantor, this **16th** day of

March, 19**90**

Robert L. Paulsen (SEAL)
Robert L. Paulsen

Alice A. Paulsen (SEAL)
Alice A. Paulsen

Please print or type names of below signature(s)

MAIL TO:

This instrument was prepared by **Valerie Harrell, Beverly Bank Matteson, 4350 Lincoln Hwy., Matteson, IL 60443**

NAME AND ADDRESS:

Box 15

THIS MORTGAGE IS A SECOND MORTGAGE

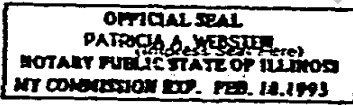
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert L. Paulsen and Alice A. Paulsen, 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 16th day of March, 1990.



Patricia A. Webster
Notary Public

Commission Expires 2-18-93

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

189728106
GEORGE E. COLE
LEGAL FORMS