

TRUST DEED
SECOND MORTGAGE ON REAL ESTATE

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THIS INSTRUMENT WITNESSETH that Robert C. Griffith and Mary Ann Griffith, his wife

(hereinafter called the Grantor), of 816 Harrison, Oak Park, IL 60304

for and in consideration of the sum of Forty-Five Thousand Six Hundred Fourteen and 63/100 (\$45,614.63)

in hand paid, CONVEY AND WARRANT to Daniel J. Tweedie of 705 Warrenville Road, Wheaton, IL 60187

DEPT-01 RECORDING \$23.50
T#0000 TRAM 2356 07/06/93 13:05:00
8850 -93-514417
COOK COUNTY RECORDER

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:

The North 25 feet of Lot 5 in Block 10 in Johnston's Subdivision of the East half of the South East quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 17-06-419-018
Address(es) of premises: 1028 North Marshfield, Chicago, IL 60622

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

WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable

for the principal sum of \$45,614.63, payable as follows: \$15,000.00 on November 13, 1993, and the balance, plus accrued interest from the date hereof at 10% per annum, on May 13, 1994.

This instrument prepared by: Marty DeRoin
122 S. Michigan Ave., Suite 1800
Chicago, IL 60603

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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, 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 first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 repay immediately without demand, and the same with interest thereon from the date of payment at 12 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 agreement, 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 12 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 document evidence, stenographer's charges, cost of procuring or correcting 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 the 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 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 Robert C. Griffith and Mary Ann Griffith, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Janet E. Tweedie of said County is hereby appointed to be first successor in this trust; and if for my like cause the 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, or receiving for reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 14th day of May, 1993

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

Robert C. Griffith (SEAL)
Mary Ann Griffith (SEAL)

This instrument was prepared by Marty DeRoin, 122 S. Michigan Ave., Suite 1800, Chi., IL 60603

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Property of Cook County Clerk's Office



MARTY DEROIN
ATTORNEY AT LAW
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CHICAGO, ILLINOIS 60603
TELEPHONE (312) 362-0708

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STATE OF Illinois }
COUNTY OF COOK } SS.

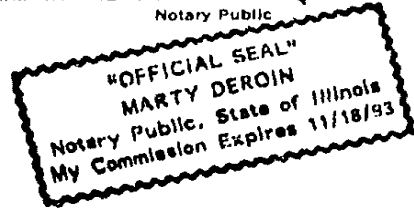
I, Marty Deroin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert C. Griffith and Mary Ann Griffith, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 14th day of May, 1993.

(Impress Seal Here)

x Marty Deroin
Notary Public

Commission Expires



MARTY DEROIN
WAJVA VEMRRTA
OOE UT
MRTVA MADHWN
EODD
NOV

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BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE'S
LEGAL FORMS

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Property of Cook County Clerk's Office

MA
~~MARTY DE ROIN~~

MARTY DE ROIN
ATTORNEY AT LAW
SUITE 1000
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