

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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93902673

THIS INDENTURE WITNESSETH that Dennis Arceneaux and Evon M. Arceneaux, his wife (J)

(Hereinafter called the Grantor), of

104 South 47th Avenue Bellwood, Illinois

for and in consideration of the sum of Eleven Thousand Eight Hundred Fifty Dollars & 00/100's Dollars

in hand paid, CONVEY AND WARRANT to Candice Co., Inc. of P.O. BOX #285 Berwyn, Illinois 60402

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

COOK COUNTY  
RECORDERS  
IESC  
BIRMINGHAM OFFICE

Above Space For Recorder's Use Only

5 6 feet of Lot 1 in Block 22 in Hubert's St. Charles Road Subdivision, being a subdivision in the N 1/2 of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, and State of Illinois, to wit Lot 2 & the

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) 15-08-212-039  
Address(es) of premises 104 South 47th Avenue Bellwood, Illinois 60104

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, the Grantor is justly indebted to a principal promissory note bearing even date herewith, payable in 84 monthly payments of \$209.19 each month. First payment due thirty days after signing date and for 83 months thereafter until paid in full. Total principal amount of loan is \$11,850.00. Total interest paid after 84 on time installments is \$5721.96. Total paid after 84 on time installments \$17571.96.

11/04/93 0015 MCH  
RECORDING # 23.00  
MAIL # 0.50  
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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided in said note or mortgage, 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 repair 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 grantor 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 of Mortgage, 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 so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee of 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 the rate of 12.00 percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above said 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 12.00 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 stamps, 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether a decree of sale shall have been entered or not, shall not be dismissed, nor shall any release hereof given, until all such expenses and disbursements, and the costs thereon, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, gives 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 Dennis Arceneaux and Evon M. Arceneaux, his wife

IN THE EVENT of the death or removal of 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 above said 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 hereby

Witness the hand and seal of the Grantor this 21st day of September, 1993

x Dennis Arceneaux (SEAL)  
Dennis Arceneaux

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

x Evon M. Arceneaux (SEAL)  
Evon M. Arceneaux

This instrument was prepared by Father & Sons, Inc. 28 East Avenue Riverside, Illinois 60546

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# UNOFFICIAL COPY

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 Dennis Arceneaux & Evon M. Arceneaux

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 27th day of September, 1993  
CAROLE A. DOWNS  
NOTARY PUBLIC, STATE OF ILLINOIS  
(Impress Seal Here)  
My Commission Expires 2-9-95

Carole A. Downs  
Notary Public

Commission Expires 2-9-95

93902673

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS