

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

93118914

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THIS INDENTURE WITNESSETH that Frederick H. Horvath & William Horvath & Dolores E. Horvath-Cramer & Robert J. Cramer (the Grantors), of 3321 South Madison Avenue, Brookfield, Ill.

for and in consideration of the sum of Sixty-One Thousand Two Hundred Seventy Dollars and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to Indian Co., Inc.

of P.O. Box 225, 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, issue and profits of said premises, situated in the County of Cook and State of Illinois, to-wit: Lot 57 and 30 in Block 37 in S.E. Gross First Addition to Grossdale Subdivision in the N 1/4 of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$23.50
T6666 TRAN 7470 02/16/93 09:21:00
64003 * 93-118914
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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) 15-34-122-007

Address(es) of premises: 3321 South Madison Avenue Brookfield, Illinois 60513

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

WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable in 180 monthly installments of \$735.35 each month. First installment being due March 3, 1993 and on the 3rd of each month thereafter until paid in full. Total term of the loan is 180 monthly payments. Total principal amount of loan is \$1,270.00. Total interest amount after 180 on time installments is \$77,099.00. Total paid after 180 on time installments is \$132,365.00.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as 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 rebuilding or replacement of, 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 of Mortgagee, and second, to the Trustee hereon as their interests may appear, which policies shall be left and remain with the first 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 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 12.00 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 of the Grantor, 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 per cent per annum, shall be recoverable by foreclosure of the real, 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 upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether the 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 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 County, 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a recorder is Frederick H. Horvath & William Horvath & Dolores E. Horvath-Cramer

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the Recorder of Deeds 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 to be recorded in

Witness the hand and seal of the Grantor this 30 day of January, 1993

Dolores E. Horvath-Cramer Robert J. Cramer (SEAL)

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

Frederick Horvath & William Horvath (SEAL)

This instrument was prepared by Indian Co., Inc. 5 North Longwood, Riverside, Ill. 60546

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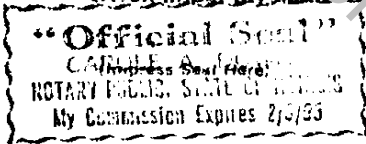
2350
2/15/93

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Carole A. Down, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Carole A. Down, Delores E. Horwath-Frazer and Robert J. Craser~~ and Delores E. Horwath-Frazer and Robert J. Craser (J) personally known to me to be the same persons whose name 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 redemption.

Given under my hand and official seal this 30th day of January, 1995.



Carole A. Down
Notary Public

Commission Expires

2-9-95

93116914

BOX NO.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office