GEORGE E. COLE

TRUST DEED SECOND MORTGAGE (ILLINOIS)

JESSE WHITE BRIDGEVIEW OFFICE

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01/19/94	0004		12:00
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01/19/94	6604	MCH	12:01

Above Space For Recorder's Use Only

THIS INDENTURE WITNESSETH, That Thomas F. Lubas and Betty J. Lubas, his wife (J) (hereinafter called the Grantor), of k Avenue Brookfield, Illinois Fight Thousand Three and in consideration of the sum of Fight Thousand Fundred Fifty Dollars & DO-100's in hand paid CONVEY AND WARRANT 10 Landice 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

and State of Illinois, to-wit: Lots 33 and rents, issues and profess of said premises, situated in the County of ____Cook 34 in Prock 6 in Grossdale a Subdivision of the SE % of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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

15+34-401-014 Permanent Real Estate Index Number(4)

3525 Park Avenue Brookfield, Illinois 60513 Address(es) of premises: ____

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

WHEREAS The Grantor is justly indebted up. principal promissory note bearing even date herewith, payable in 120 monthly installments of 5105.78 each month. First installment being due thirty days after signing date and for 119 months thereafter until paid in full. Total principal amount of loan is \$8350.00. Total interest paid after 120 on time installments is \$4343.60. Total haid after 120 on time installment; is \$12693.60.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, which interest thereon, as ween 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 appearment spaints said premises, and on demand to exhibit receipts therefor; (3) within sixty days, after destruction or damage, to condition all buildings or improvements on said premises that may have been destroyed or damaged; (4) that tasts to said premises shall not be consulted by 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 no clopy in forth properties of the holder of the first mortgage indebtedness, with loss clause attached payable for the properties of the holder of the first mortgage indebtedness, with loss clause attached payable for to be the holder of the first mortgage indebtedness, with loss clause attached payable for the staff was regarded to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable for the staff was regarded to place such insurance in companies acceptable to the holder of the first mortgage indebtedness and the interest thereon, at the time or times when the first was regarded or mortal the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the first was come due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrance with the roon when due, the grantee or the promises or pay all prior incumbrances and the interest thereon from time to time; and the interest thereon when due, the grantee or the prior incumbrance and the interest thereon from time to time; and the interest thereon when due, the grantee or the prior incumbrance and payable.

IN THE EVENT of a breach of any of the aforesaid covernants or agreements.

IN THE EVENT of a breach of any of the afore

shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest overein from time of such breach at 9.00 per cent per annum, shall be recoverable by forcelosure 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 part or incurred in behalf of plaintiff in connection via the forcelosure hereof-including reasonable attorney's fees, outlays for documen any explore, steinographer's charges, cost of procuring or competiting and reach showing the whole title of said premises embracing forcelosure decree — shall be haid by the Grantor; and the like expenses and disbursements, on assioned 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 Crantor. All such expenses and disbursements shall be an additional lien up the Grantor is shall not be dismissed, nor release or independent of the expenses and disbursements, and the casts of the distance of the expenses and disbursements, and the casts of the first of the expenses and disbursements, and the casts of the first of the expenses and disbursements, and the casts of the control of the Grantor of the Grantor at different casts of the Grantor of the Grantor at different casts of the Grantor of the Grantor at different casts of the Grantor of the Grantor of the Grantor at different casts of the Grantor of the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the saft such as and Batty J. Lubas, his wife. (J.)

INTHE EVENT of the death or removal roll said. Grantor and find the grantee, or of his resignation, refusal or failure to act, then

մոր said . .. C 043.k.. County of the grantee, or of his resignation, refusal or higher to act, then IN THE EVENT of the death or ren:

of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor in this trust, 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 prefates to the party entitled, on receiving his reasonable charges.

This trust deed is subje

Witness the hand	and seel o	f the Grantor this	3rd	day of January	, 19.94
				1	

(SEAL)

111. American Bldrs., Inc. 106 Calendar #172
NAME AND ADDRESSI LaGrange, Illinois 60525

This instrument was prepared by

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

C-357 A2604

COUNTY OF	-Cook		·
I,	Carole A. Down	s, a Notary Public in and for	said County, in
State aforesaid,	DO HEREBY CERTIFY that The	omas F. Lubas and Betty J. L	ubas
	•	ere groter it group ere fill og som	
naraonallu linau	n to me to be the same corsen S	whose name_5aresubscribed to the f	aragaing instrum
		knowledged that they signed, sealed and	
instrument as _c	heir free and voluntary act. f	or the uses and purposes therein set forth, incli	uding the release
waiver of the rig	in or homestead.		
Given unde	r my land and official seal this	3rd day of January	, 1994
"Perioio	Seal'		
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GEORGE E. COLE® LEGAL FORMS