

THIS INSTRUMENT, WITNESSETH, that Roger L. Wilson, Jr., a bachelor, and Gretchen L. DeGross, a spinster

hereinafter called the Grantor, of 16644 Grants Trail, Orland Park, Illinois (No. and Street) (City) consideration

for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable/ at hand paid, CONVEY AND WARRANT to Roger L. Wilson, Sr. and Mary Frances Wilson of 6114 West 159th Street, Oak Forest, Illinois (No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village of Orland Park, County of Cook and State of Illinois, to-wit:

PARCEL 1: Lot 30 in Shenandoah, a subdivision of part of the Southwest 1/4 of Section 20, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Easements for ingress and egress over, under, through and across Lots 42 and 43 of Shenandoah aforesaid, for the use and benefit of Parcel 1, as defined and set forth in the declaration recorded as Document 92625640.

Permanent Index No: 27-20-328-007 (Parcel 1)  
Property Address: 16644 Grants Trail, Orland Park, Illinois (Parcel 1)

The Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject property described herein, the rights and easements for the benefit of said property set forth in the declaration recorded as Document Number 92625640.

This mortgage is subject to all rights, easements and covenants, restrictions and reservations contained in said declaration the same as through the provisions of said declaration were recited and stipulated at length herein.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor, Roger L. Wilson, Jr. and Gretchen L. DeGross, are justly indebted upon one principal promissory note bearing even date herewith, payable on demand.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay taxes 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 first, 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 said 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 eight 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 or 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 eight 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 documentary evidence, stenographer's charges, cost of pouring 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 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 Grantor waives all claims 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: Roger L. Wilson, Jr. and Gretchen L. DeGross  
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then the remaining grantee shall serve as 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 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.

Witness the hand and seal of the Grantor, this 19th day of February, 1994

Roger L. Wilson, Jr. (SEAL)  
Gretchen L. DeGross (SEAL)

This instrument was prepared by F. James Helms, Tenney & Bentley, 111 West Washington, Ste. 1900, Chicago, (NAME AND ADDRESS) IL 60602

2200

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF DuPage ) ss.

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger L. Wilson, Jr., a bachelor and \_\_\_\_\_  
Gretchen L. DeGross, a spinster \_\_\_\_\_  
personally known to me to be the same person & 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 notarial seal this 28th day of February, 1994.

"NOTARY PUBLIC"  
(Impress Seal Here) \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

*F. James Helms*  
F. James Helms Notary Public

Commission Expires 10/14/97

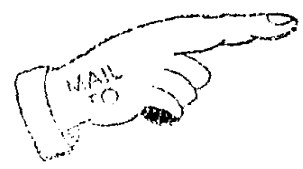
34209940

OFFICIAL RECORDING \$23.00  
MAR 03 10:11:00  
1994  
DU PAGE COUNTY RECORDER

BOX No. 225

SECOND MORTGAGE  
**Trust Deed**

TO



RETURN TO RECORDER'S  
Box 225

GEORGE E. COLE  
LEGAL FORMS