

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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3695792

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THIS INDENTURE WITNESSETH, That ALAN J. LABUDA AND DEBORAH LABUDA, MARRIED TO EACH OTHER

(hereinafter called the Grantor), of 681 SANDRA LN WHEELING, IL 60090

for and in consideration of the sum of ELEVEN THOUSAND FIFTY TWO DOLLARS AND NINETY FIVE CENTS Dollars

in hand paid, CONVEY AND WARRANT to KAREN KASTEN of 25 E CAMPBELL, ARLINGTON HEIGHTS, IL 60005

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:

Lot Five (5) Block Eight (8) in Dunhurst Subdivision Unit Number One, of part of the southeast quarter (1/4) of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian, and part of the Northeast Quarter (1/4) of Section 10, Township 48 North, Range 11, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Title of Cook County, Illinois, on May 3, 1955, as Document Number 1591895.

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): 03-10-210-002

Address(es) of premises: 681 SANDRA LN WHEELING, IL 60090

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon NINE principal promissory note bearing even date herewith, payable

in 59 installments of \$249.96 each and a final installment of \$249.96 beginning on 4-27-88 and continuing on the same day of each successive month thereafter until fully paid. *in the amt of 11,052.95*

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 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 build 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 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 NINE 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 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 NINE 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 preparation, 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; 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 cost 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 is: ALAN J. LABUDA AND DEBORAH LABUDA

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 CAROL J. BLACKWOOD of said County is hereby appointed to be first successor in this trust;

and if for any 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, on receiving his reasonable charges.

This trust deed is subject to n/a

Witness the hand and seal of the Grantor this 12th day of MARCH, 19 88

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

Alan J. Labuda (SEAL)  
ALAN J. LABUDA

Deborah Labuda (SEAL)  
DEBORAH LABUDA

This instrument was prepared by KAREN KASTEN ARLINGTON HEIGHTS FEDERAL (NAME AND ADDRESS) and LOAN ASSOCIATION 25 EAST CAMPBELL STREET ARLINGTON HEIGHTS, ILLINOIS 60005

13-319  
Title Services #

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Suzanne J. Donato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alan J. Labuda and Deborah Labuda married to each other

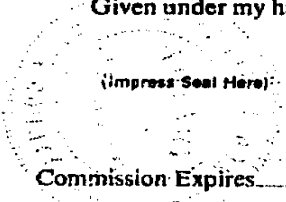
personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 12th day of March, 1988.

(Impress Seal Here)

Suzanne J. Donato  
Notary Public

Commission Expires June 30, 1990



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IN DUPLICATE

1988 MAR 24 14 1:57  
HARRY GUSY YOURELL  
REGISTERER OF TITLES

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Submitted by \_\_\_\_\_  
Approved \_\_\_\_\_  
Date of Issue 3695792  
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BOX No. \_\_\_\_\_

SECOND MORTGAGE  
**Trust Deed**

TO

KAREN KASTEN

ARLINGTON HEIGHTS FEDERAL  
SAVINGS and LOAN ASSOCIATION  
25 EAST CARROLL STREET  
ARLINGTON HEIGHTS, ILLINOIS 60005

REAL ESTATE INDEX GROUP  
1820 Ridge Avenue  
Evanston, IL 60201

Order # RT3319

GEORGE E. COLE  
LEGAL FORMS