

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

92069296

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose

THIS INDENTURE WITNESSETH, That Roy O Foreman & Martha J Foreman, husband & wife

(hereinafter called the Grantor), of 6140 Ainsworth Rd. Hobart, Indiana 46342

for and in consideration of the sum of Fourteen thousand, one hundred thirty dollars & 00/100 (\$14,130.00) Dollars

in hand paid, CONVEY AND WARRANT to First National Bank of Illinois of 3256 Ridge Rd. Lansing, Illinois 60438

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 Lake and State of Illinois, to-wit:

Above Space For Recorder's Use

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD
NOV 7 11 07 AM '92
ROBERT REYNOLDS
LAND

SEE ATTACHED DISCRPTION ON THE BACK !

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): Key No. 22-7-37 Tax Unit No. 34

Address(es) of premises: 6140 Ainsworth Rd. Hobart, Indiana

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

WHEREAS, The Grantor is justly indebted upon three principal promissory notes bearing even date herewith, payable to order of First National Bank of Illinois, Lansing, Illinois in 60 consecutive payments in the amount of Two hundred thirty five dollars & 50/100 (\$235.50) payable on the 25th day of November, 1992, and on the 25th day of every month thereafter until the entire balance has been paid in full.



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 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss or loss 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 10.25 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 10.25 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 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 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: Roy O Foreman, Jr. & Martha J Foreman

IN THE EVENT of the death or removal from said Lake County of the grantee, or of his resignation, refusal or failure to act, then First National Bank of Illinois of Lake 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 subject to the law of the State of Illinois regarding notes and mortgages

Witness the hand and seals of the Grantor this 8th day of August, 1992.

X Roy O Foreman, Jr. (SEAL)
Roy O Foreman

X Martha J Foreman (SEAL)
Martha J Foreman

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

This instrument was prepared by Marge Lee (NAME AND ADDRESS) First National Bank of Illinois
3256 Ridge Rd. Lansing, Illinois 60438

800

STATE OF Illinois)
COUNTY OF DuPage) ss.

I, Kerry E. Slattery, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roy O Foreman & Martha J Foreman,
husband and wife

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 8th day of August, 19 92.

" OFFICIAL SEAL "
KERRY E. SLATTERY
(Impr. Pub. Notary) STATE OF ILLINOIS
COMMISSION EXPIRES 4/19/94

Document is Kerry E. Slattery
Notary Public
NOT OFFICIAL!

Commission Expires 4/19/94

This Document is the property of
the Lake County Recorder!

DESCRIPTION OF REAL ESTATE

Part of the Northeast Quarter of Section 18, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, described as: Beginning at a point on the East line of said Section 18 and 42.22 feet South of the Southerly line of the Depot Property, Grand Trunk and Western Railroad, said point also being the center line of the Old Ainsworth Road; thence South 80 degrees 09 minutes West along said road a distance of 651.35 feet; thence South 80 degrees 58 minutes 22 seconds West, 331.59 feet to the point of beginning of this described parcel; thence North 07 degrees 55 minutes 50 seconds West 556.55 feet to the Southerly line of said Grand Trunk Railroad right-of-way; thence North 77 degrees 57 minutes West 126.98 feet; thence South 07 degrees 55 minutes 50 seconds East 599.53 feet more or less to the center line of Ainsworth Road; thence North 80 degrees 58 minutes 22 seconds East, 120 feet to the point of beginning.

BOX No.
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS