

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

21 439 749

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MICHAEL C. MAHANY and PATRICIA MAHANY, husband and wife--

(hereinafter called the Grantor), of the City Oak Lawn of Oak Lawn County of Cook and State of Illinois, for and in consideration of the sum of FIVE AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to HUMBLE OIL & REFINING COMPANY of the Village of Oak Brook County of Du Page and State of Illinois

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 City of Oak Lawn County of Cook and State of Illinois, to-wit:

Lot 18 in Block 6 in Unit No. 1, Oak Lawn Manor, a Subdivision of part of the South East Quarter of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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 MICHAEL C. MAHANY and PATRICIA MAHANY, husband and wife justly indebted upon their principal promissory note payable

at 121 West 22nd Street, Oak Brook, Illinois 60521 (HUMBLE OIL & REFINING COMPANY) note dated February 1, 1971 in the sum of NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$9,600.00)

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 prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair, 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 (p.w.c.) 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 be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or to repair or rebuild, 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 seven 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 seven 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, charges for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees 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 proceeding, 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 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 of and manage said premises with power to collect the rents, issues, and profits of the said premises.

IN THE EVENT of the death or removal from said Du Page County of the grantor or of his resignation, refusal or failure to act, then CHRYSLER TITLE TRUST COMPANY OF COOK 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 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 share.

Witness the hand and seal of the Grantor, S this 19 day of MARCH 1971

X Michael C. Mahany (SEAL)

X Patricia C. Mahany (SEAL)

Property of COOK COUNTY
21 439 749

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, [Signature], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [Signature] personally known to me to be the same person whose name [Signature] subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that [Signature] signed, sealed and delivered the said instrument as [Signature] free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My hand and notarial seal this 21st day of April, 1971



[Signature]
Notary Public

1971 APR 5 AM 11:30
APR-5-71 2143749 • 21439749 A - Rec 5.20

5.00 MAIL

BOX No.	TO
SECOND MORTGAGE	
Trust Deed	



21439749
GEORGE E. CAVE
LEGAL FIRM

END OF RECORDED DOCUMENT