

THIS INDENTURE, WITNESSETH, That the Grantors, Patrick Houlihan and Joan Houlihan, his wife of the City of Hickory Hills, County of Cook and State of Illinois for and in consideration of the sum of Ten thousand and no/100 Dollars in hand paid, CONVEY AND WARRANT to FORD CITY BANK of the City of Chicago, County of Cook and State of Illinois as trustee, 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 Hickory Hills, County of Cook and State of Illinois, to-wit:

Lot 160 in Coey's Western Subdivision Second Addition, a Subdivision of part of the Southwest 1/4 of Section 2, Township 37 North, Range 12, 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 Grantors are justly indebted upon a principal promissory note bearing even date herewith, payable

in one payment maturing March 16, 1974.

This Trust Deed covers all subsequent renewals of the aforementioned note.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said 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) within sixty days after destruction or damage to rebuild, restore all buildings or improvements on 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 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 against said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantors agree 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 accrued interest, 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 and then matured by express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure thereof— including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed at costs and included in any decree that may be rendered in such foreclosure proceedings, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, appoint a receiver to take possession or charge of 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 Cook County of the grantee, or of his resignation, refusal or failure to act, then 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 first successor in this trust; and if for 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO 1st Mortgage of record

Witness the hands and seals of the grantors this 17th day of September 1973

Patrick Houlihan (SEAL)
Joan Houlihan (SEAL)
 Patrick Houlihan
 Joan Houlihan

22 501, 692

22 501, 692

Office

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, LYANNE DEAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FABRIEK HOULIHAN AND JOAN HOULIHAN

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 heretofore.



my hand and notarial seal this 17th day of Sept., 1973.

Lyanne Dean
Notary Public

Commission Expires _____

Elroy R. Olson
1973 OCT 4 AM 9 50

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

OCT--4-73 694624 • 22501692 • A — Rec

5.10

5⁰⁰ MAIL

SECOND MORTGAGE

Trust Deed

TO



22501692

END OF RECORDED DOCUMENT