

22 714 618

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202NW

Witn Hidenture, WITNESSETH, That the Grantor is JAMES O'CONNOR and DOROTHY O'CONNOR, his wife

of the City of Northlake County of Cook and State of Illinois for and in consideration of the sum of Twenty-seven hundred seventy-nine & no/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH REZOMNA, trustee of the City of Chicago County of Cook 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, 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 Northlake County of Cook and State of Illinois, to-wit: Lots 18 and 19 in Block 16 in N.D. Stone Northlake Addition being a subdivision of all that part of the North East 1/4 of Section 6 Township 39 North Range 12 East of the Third Principal Meridian lying North of what is commonly known as Lake Street in Town of Pravoia (except that part lying along the West line of said premises conveyed to the Chicago and North Western Railroad) 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 is JAMES O'CONNOR and DOROTHY O'CONNOR, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable CHURCHILL BUILDERS, INC., for the sum of Twenty-seven hundred seventy-nine & no/100 Dollars (\$2779.00) payable in 83 successive monthly installments each of \$33.09 except the final installment which shall be equal to or less than the monthly installments due on the note commencing on the 1st day of July, 1974, and on the same date of each month thereafter until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein provided, on 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 or restore all buildings, 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 as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all premiums, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 seven per cent. per annum, shall be such 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 accrued 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 actually accrued.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, costs 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 grantor 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor and for the heirs, executors, administrators and assigns of said grantor, with all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to set, then AUGUST MERKE of said County is hereby appointed to be first successor in this trust and if for any like reason the first successor of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor 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 3rd day of May, A. D. 1974

James O'Connor (SEAL) Dorothy O'Connor (SEAL)

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State of Illinois

County of Cook

vs.

I, CHARLOTTE LEVIN

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

JAMES O'CONNOR and DOROTHY O'CONNOR, his 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 executed and delivered the said instrument as their free and voluntary act, for the purposes set forth, including the release and waiver of the right of homestead.

Done under my hand and Notarial Seal, this 3rd day of May A. D. 1974

Charlotte Levin



Property of Cook County Clerk's Office



Doc. No. 246

SECOND MORTGAGE

Trust Deed

JAMES O'CONNOR and

DOROTHY O'CONNOR, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

J. J. K. MORRIS

Northwest National Park of Chicago  
5885 North Milwaukee Avenue  
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT