

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No 2202  
JULY, 1973

22 796 002

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Dennis F. O'Connell and Susan B. O'Connell,  
his wife  
(hereinafter called the Grantor), of 301 Westview Ave., Hoffman Estates, Illinois  
(No and Street) (City) (State)

for and in consideration of the sum of Eight Thousand Eight Hundred Fifty Nine & no/100 Dollars  
in hand paid, CONVEY AND WARRANT to Bank of Bellwood  
of 219 Mannheim Road Bellwood Illinois  
(No and Street) (City) (State)

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 Village  
of Hoffman Estates County of Cook and State of Illinois, to-wit  
Lot 7 in Block 91 together with that part of vacated Jones Road lying Southerly of a Westward extension of the Southerly line of Orange Lane and lying Northerly of a line drawn from the South West corner of said Lot 7 and at right angle to the Southerly line of said Lot 7 in Block 91 all in Hoffman Estates VI being a Sub-division of the West half of the North East quarter of section 21, Township 41 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded on April 3, 1958 as document L/L71637 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.

WITNESSETH, The Grantors Dennis F. O'Connell and Susan B. O'Connell  
justly indebted upon their principal promissory note bearing even date herewith, payable in sixty (60) monthly installments of One Hundred Forty Seven and 65/100 (\$147.65) commencing on the 1st day of September, 1974 and continuing on the 1st day of each of the following consecutive months until paid in full.

BANK OF BELLWOOD  
219 S. MANNHEIM ROAD  
BELLWOOD, ILLINOIS 60104

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) within thirty 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 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 secondly to the Trust 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 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, copies 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 the 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 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: Dennis F. O'Connell and Susan B. O'Connell

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 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 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.

Witness the hands and seals of the Grantors this 27th day of July, 1974

x Dennis F. O'Connell (SEAL)  
x Susan B. O'Connell (SEAL)

Prepared by:  
William T. Burns  
219 Mannheim Road  
Bellwood, Illinois

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STATE OF Illinois  
COUNTY OF Cook

ss.

I, Ronald Teiwes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis F. O'Connell and Susan B. O'Connell

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



Witness my hand and notarial seal this 27th day of July 19 74

Ronald Teiwes  
Notary Public

Commission Expires May 25 1977

RECORDED

BOX No.

SECOND MORTGAGE

Trust Deed

MAILED TO  
Dennis F. O'Connell and  
Susan B. O'Connell  
TO  
Bank of Fullwood  
219 Mannheim Road  
Bellwood, Ill. 60104

GEORGE E. COLE  
LEGAL FORMS

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END OF RECORDED DOCUMENT