

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

22 293 011

This Indenture, WITNESSETH, That the Grantor S. DAVID O'DONNELL and LUCILLE C. O'DONNELL, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Forty-One Hundred Thirty-One & 42/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois

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 Chicago County of Cook and State of Illinois, to-wit:

The South 1/2 of Lot 25 and all of Lot 26 in Block 17 in Walker's Subdivision of Blocks 1 to 31 inclusive in W. B. Walker's Addition to Chicago in the South West 1/4 of Section 14, Township 40 North, Range 10, 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 S. DAVID O'DONNELL and LUCILLE C. O'DONNELL, his wife

justly indebted upon their one principal promissory note bearing even date herewith, payable

NORTHWEST NATIONAL BANK of CHICAGO, for the sum of Forty-One Hundred

Thirty-One & 42/100 Dollars (\$4131.42) payable in 83 successive

monthly instalments each of \$49.19 except the final instalment which shall be equal to or less than the monthly instalments due on the

note commencing on the 1st day of June 1973, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR S. covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 or restore all buildings or improvements on said premises, that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings and improvements on said premises of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee hereon 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 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 may, all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor agrees to repay immediately with interest and 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the same, and disbursements shall be an additional lien upon said premises, 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 dissolved, 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, waive 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 grantee, or of his refusal or failure to act, then August G. Merkel 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 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 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 14th day of April, D. 1973

David O'Donnell (SEAL)
Lucille O'Donnell (SEAL)

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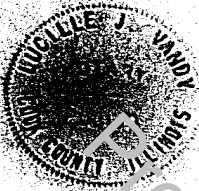
UNOFFICIAL COPY

State of Illinois
County of Cook } ss.

I, LUCILLE J. VANDY
a Notary Public in and for said County, in the State aforesaid, Do Merely Certify that
DAVID O'BONNELL and LUCILLE C. O'DONNELL, 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 he 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 Notarial Seal, this 14th
day of April, A. D. 1973
Lucille J. Vandy
Notary Public.



Property of Cook County Clerk's Office

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1973 APR 18 AM 9:30 *Chen*

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

APR-18-73 612999 • 22293011 • A — Rec 5.00

5.00

Box No. 246

SECOND MORTGAGE
Trust Deed

DAVID O'DONNELL and
LUCILLE C. O'DONNELL, his wife
TO
JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK
OF CHICAGO
CONSUMER CREDIT DEPT.
3678 N. ELSTON AVE.
CHICAGO, ILLINOIS 60641

22293011

END OF RECORDED DOCUMENT