

UNOFFICIAL COPY

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

23 154 890

This Indenture, WITNESSETH, That the Grantor S. _____
JOHN P. O'BRIEN and JUDITH A. O'BRIEN, his wife
of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Eighty hundred forty seven and 20/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
of the City of Chicago County of Cook and State of Illinois
and 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 ap-
paratus 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:
Lot Fifteen (15) in Block Eleven (11) in Grand Avenue to Edison Park in the
North East 1/4 of Section 36 Township 41 North, Range 12 East of the Third
Principal Meridian.

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. JOHN P. O'BRIEN and JUDITH A. O'BRIEN, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of
Eighty hundred forty seven and 20/100 Dollars (\$8047.20)
payable in 59 successive monthly instalments of \$134.12 except the final
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 25th day of Aug 1975 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR... and agrees... as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided,
according to any agreement in writing from time to time; (2) To pay prior to the first day of June in each year all taxes and any assessments and levies
and as directed to collect 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 covenants in said premises shall not be committed or suffered; (5) To keep all buildings or improvements on said premises
in good repair and to cause to be repaired by the grantor herein, who is hereby authorized to place such repairs in company with the holder
of the first mortgage indebtedness, or with any other person or persons, and to cause the same to be repaired as aforesaid; (6) To pay all interest
due on said note, which interest shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) To pay all taxes, levies,
and the interest thereon, of 1975 and of 1976 when the same shall become due and payable.
In the event of failure to so insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or pay
all prior indebtedness and the interest thereon from time to time, and all money so paid, the grantor... agrees... to repay immediately with interest
the same with interest thereon from the date of payment of same, but such, shall be as much additional indebtedness as aforesaid.
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 holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such demand
or notice, as aforesaid, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured
and become due.
It is AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of
said mortgage, including reasonable collector's fees, outlays for documentary evidence, mortgagee's charges, cost of procuring or completing abstract showing the whole
title of said premises, including foreclosure decree, shall be paid by the grantor...; and the like expenses and disbursements, committed by any suit or pro-
ceeding wherein the grantor or any holder of any part of said indebtedness so much, 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 proceedings, 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 collector's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators
and assigns of said grantor... waives... all right in the premises of, and income from, and proceeds resulting from foreclosure proceedings and agrees... 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 act, then
August G. Merkel
of said County to be and to act as the first executor in this trust; and if he
shall die or be removed or absent from said County, then the person who shall then be the acting Executor of the estate of said County to be and to act as the second
executor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his executor or trustee, shall release and quitclaim to
the party entitled, or receiving his reasonable charges.

Witness the hand and seal of the grantor this 24th day of July A. D. 1975
John P. O'Brien (SEAL)
Judith A. O'Brien (SEAL)

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State of Illinois }
County of Cook } ss.



I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOHN P. O'BRIEN and JUDITH A. O'BRIEN, his wife

personally known to me to be the same person whose name etc 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 12th
day of July A. D. 1975

Lucille J. Vandy
Notary Public

Property of Cook County Clerk's Office

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Box No. 246

SECOND MORTGAGE
Trust Deed

JOHN P. O'BRIEN and
JUDITH A. O'BRIEN, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. Maltz
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

21154890

END OF RECORDED DOCUMENT