

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

23 392 331

THIS INDENTURE, WITNESSETH, That Richard Hale and Dolores L. Hale, His Wife (hereinafter called the Grantor), of 106 Algonquin Avenue - Park Forest - Illinois 60466

for and in consideration of the sum of Twelve Thousand One Hundred Eighty And No/100 Dollars in hand paid, CONVEY AND WARRANT to Rosemary Dawson - Trustee of 1636 Halsted Street - Chicago Heights - 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, 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 Park Forest County of Cook and State of Illinois, to-wit:

Lot one and the West 20 Feet of Lot Two in Block One in the Village of Park Forest, Area #1, being a subdivision of part of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4-NE) of Section 30, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of the South right of way of the Elgin, Joliet and Eastern Railroad, according to the plat thereof recorded in the Recorder's Office of Cook County on June 25, 1951 as Document Number 15107641 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 Richard Hale & Dolores L. Hale, His Wife justly indebted upon one (1) principal promissory note bearing even date herewith, payable

to the STATE LOAN COMPANY OF CHICAGO HEIGHTS, INC. - 1535 Halsted Street - Chicago Heights, Illinois as follows: in Sixty (60) successive and consecutive monthly installments in the amount of Two Hundred Three and NO/100 (\$203.00) Dollars commencing on the 19th day of March, 1976 and on the nineteenth day of each month thereafter, ending on the 19th day of February, 1981 or until the total amount of Twelve Thousand One Hundred Eighty and NO/100 (Dollars (\$12,180.00)) is paid in full

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 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 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 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 to pay for 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 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. It 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, 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 proceeding herein 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 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 of 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: Richard Hale & Dolores L. Hale, His Wife 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 Charles W. Shanks 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 11th day of February 19 76.

THIS DOCUMENT PREPARED BY

Jeannine L. Issi
STATE LOAN COMPANY
of Chicago Heights, Inc.
1535 Halsted Street
Chicago Heights, Ill. 60411

Richard Hale (SEAL)
Dolores L. Hale (SEAL)

23 392 331

FILED IN 127

NOTARY PUBLIC

FEB-18-76 14-2661 23392331 A Rec 10.00

STATE OF Illinois
COUNTY OF Will

ss.

I, Allan B. Dawson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Hale & Delores L. Hale, His Wife

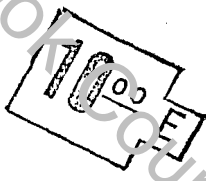
personally known to me to be the same persons whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 11th day of February, 19 76.



Allan B. Dawson
Notary Public

Commission Expires October 12th, 1976



23392331

BOX No.
SECOND MORTGAGE
Trust Deed

Richard Hale and
Delores L. Hale, His Wife
TO
Rosemary Dawson, Trustee

Please return to:
STATE LOAN COMPANY
of Chicago Heights, Inc.
1535 Halsted Street
Chicago Heights, Illinois 60411

