

# UNOFFICIAL COPY

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TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24 780 772

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That John T. O'Malley and Bernice O'Malley his wife  
(hereinafter called the Grantor), of 8431 Flamingo Circle Orland Pk. Illinois  
(No. and Street) (City) (State)  
for and in consideration of the sum of Fourteen thousand one hundred & eighty seven 00/100 Dollars  
in hand paid, CONVEY AND WARRANT to John E. Thode Trustee  
of 10224 DePaul Lake Drive Homewood 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 fol-  
lowing 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 Town  
of Orland Pk. County of Cook and State of Illinois, to-wit:

Lot 122 of TeeBrook Villa Unit No. 2 a subdivision of part of the East 1/2 of the  
Northwest 1/4 of Section 14, Township 36 North, Range 12 East of the Third Principal  
Meridian in Cook County, Illinois.

10.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

DEC 28 1978 9 00 AM

*Richard J. Brennan*  
RECORDED FOR DEEDS

\*24780772

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WHEREAS, The Grantor John T. O'Malley and Bernice O'Malley, his wife  
justly indebted upon Their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois the sum of (14,187.00)  
Fourteen thousand one hundred & eighty seven 00/100 in sixty consecutive installments  
of \$ 236.45 due on the 10th of January 1979 and a like sum due on the 10th day of each  
and every month thereafter until this note is fully paid.

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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 when due 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 Mortgagees or Trustees 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  
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, so paid, the  
Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent  
per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 on express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-  
closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting abstract showing the whole title of said premises embracing foreclosure decrees—shall be paid by the Grantor; and the law  
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 the decree that may be rendered in such foreclosure proceedings; which proceeding, whether de-  
creed or sale shall have been entered on, 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 rights 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 with-  
out notice to the Grantor, or 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 receiver is: John T. O'Malley and Bernice O'Malley his wife  
County of the grantee, or of his resignation,

in the Event of the death or removal from said Cook County of said County is hereby appointed to be  
refusal or failure to then Richard J. Brennan  
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 grantee 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 Grantors, this 5th day of December, 19 78

*John T. O'Malley* (SEAL)  
*Bernice J. O'Malley* (SEAL)

This instrument was prepared by Karen Reynolds, Evergreen Plaza Bank, Evergreen Pk., Illinois  
(NAME AND ADDRESS)

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Kenneth C. Schwarz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John T. O'Malley and Bernice O'Malley 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 5th day of December, 19 78.



Commission Expires 7-28-80

*Kenneth C. Schwarz*  
Notary Public

BOX 533

BOX No.

SECOND MORTGAGE  
Trust Deed

TO

MAIL TO  
EVERGREEN PLAZA BANK  
6800 SOUTH WEST  
EVERGREEN, ILL.

B. A. S. P. 10105

GEORGE E. WILE  
LEGAL FURNIS