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711-19436-5-B1

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 176 772

GEORGE E. COLE*
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, that JOSEPH E. O'MALLEY AND PATRICIA S. O'MALLEY

(hereinafter called the Grantor), of 1071 Carwell Ave. Elk Grove Illinois

for and in consideration of the sum of Five thousand and NO/100-----Dollars

in hand paid, CONVEY AND WARRANT to JACK A. CLARK, JR.
of 25 EAST CAMPBELL ARLINGTON 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 ELK GROVE, County of COOK and State of Illinois, to-wit:

LOT 1974 IN ELK GROVE VILLAGE SECTION 6, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1956 AS DOCUMENT 17429393 IN COOK COUNTY, ILLINOIS

10.00

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 JOSEPH E. O'MALLEY AND PATRICIA S. O'MALLEY justly indebted upon THEIR ONE principal promissory note bearing even date herewith, payable

in the sum of \$5,000.00 payable in 60 successive monthly installments each in the amount of \$108.33 commencing on the first day of October, 1977 with interest as therein stated with the final payment to be September 1, 1982, said amount to be payable at the office of Arlington Heights Federal Saving and Loan Association in Arlington Heights, IL.

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, 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 no title 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 the interest 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 of the interest hereon when due, the grantee or the holder of said indebtedness, may procure such insurance, 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 moneys 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 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 the 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, 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, all 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 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 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 title 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 Joseph E. O'MALLEY AND PATRICIA S. O'MALLEY, 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 ARTHUR R. CRAMER of said County is hereby appointed to be first successor in the 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 Grantor this 9th day of September, 1977

JEM Joseph E. O'Malley (SEAL)
PSM Patricia S. O'Malley (SEAL)

ARLINGTON HEIGHTS FEDERAL SAVING AND LOAN ASSOCIATION

This instrument was prepared by JACK A. CLARK, JR., 25 EAST CAMPBELL ARLINGTON HEIGHTS, IL 60005

24 176 772

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH E. O'MALLEY AND PARRICIA S. 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 9th day of September, 1977.

(Impress Seal Here)

Notary Public

Commission Expires

ILLINOIS
REC'D FOR RECORD
SEP 29 9 00 AM '77

George E. Cole
RECORDER OF DEEDS
*24126772

BOX No.

SECOND MORTGAGE

Trust Deed

to *58-15*
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION
25 EAST CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT