

UNOFFICIAL COPY

TRUST DEED
MORTGAGE FORM (Illinois)

FORM No. 2207
September, 1975

24 397 288

GEORGE E. GOLF
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH that Dennis M. Connelly and Janet M. Connelly, his wife

hereinafter called the Grantor, of 15435 Alameda Drive Oak Forest Illinois

for and in consideration of the sum of Ten and 00/100 Dollars
in hand paid to SAVIDY AND WARRANTY to Tinley Park Bank
of 16255 South Harlem Tinley Park 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 City of Oak Forest, County of Cook and State of Illinois, to-wit:

Lot 21 in Block 5 in the Addition to Medema's El Vista Gardens being a subdivision of part of the South 1/2 of the North West 1/4 of Section 17, Township 36 North, Range 13 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 Dennis M. Connelly and Janet M. Connelly, his wife jointly indebted upon Tinley Park Bank \$9,000.00 principal promissory note bearing even date herewith, payable in monthly installments of

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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 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 or 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 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 of Mortgagee, and, second, to the Trustee herein as their 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; (7) 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 file 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 eight per cent per annum shall be so much additional indebtedness secured hereby; (8) 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 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; (9) It is Aged to 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, outlays 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 grantor 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 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 Dennis M. Connelly and Janet M. Connelly, his wife County of the grantee, or of his resignation, refusal or failure to act, then Cook 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 3rd day of April 1978
Dennis M. Connelly (SEAL)
Janet M. Connelly, his wife (SEAL)

This instrument was prepared by Tinley Park Bank, 16255 South Harlem, Tinley Park, Illinois (NAME AND ADDRESS)

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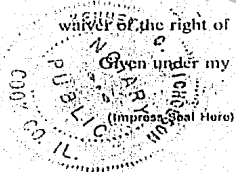
REC'D APR 11 11 18 AM '78

STATE OF Illinois APR-11-78 4 1 6 0 8 24397288 -- 750 10.00
COUNTY OF Cook ss.

I, the undersigned, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis M. Connelly and Janet M. Connelly, 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 10th day of April, 1978.



Robert C. Nicholas
Notary Public

Commission Expires _____

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 1, 1991
ISSUED THRU ILLINOIS NOTARY ASSOC.

*This instrument was prepared by
Lynn
16255 S. Harlem
Jenley Park Bank
Jenley Park Ill
60477*



24397288

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



*mail to
Jenley Park Bank
16255 S. Harlem
Jenley Park Ill.*

66407
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT