

# UNOFFICIAL COPY

25690566

FORM NO. 1023A

This Indenture, Made this **FIRST** day of **DECEMBER** A. D. 19 **80**

between **KEVIN J. ROCHE and SANDRA L. ROCHE, his wife**

of the Village of Park Forest in the County of **Cook** in the State of Illinois  
party of the first part, and **GEORGE J. BUTTELL, III** of  
the Village of Steger County of **Cook**, and State of Illinois, as Trustee, party of  
the second part, WITNESSETH:  
THAT WHEREAS, The said **KEVIN J. ROCHE and SANDRA L. ROCHE, his wife**

grantor <sup>S</sup> herein being justly indebted upon **ONE** principal promissory note bearing even date herewith, payable to  
the order of **FLOYD J. NOFTZ or ROSEMARY J. NOFTZ, in the principal sum**  
of **\$1,000.00** with interest thereon at the rate of **10.5% per annum,**  
payable in full on **December 1, 1982.**

THIS IS A JUNIOR MORTGAGE

THIS DOCUMENT PREPARED BY

*George J. Buttell, III*

ATTORNEY AT LAW  
STEGER, ILLINOIS 60475

The identity of the said principal note hereby secured is evidenced by the certificate thereof of said Trustee.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of  
money and said interest, according to the true intent and meaning of said principal note, and of said interest notes, and  
for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration  
of the sum of one dollar (\$1.00) in hand paid, do by these presents convey and warrant unto the said party of the  
second part the following described real estate, with the improvements thereon and the rents, issues and profits thereof, and  
all lifting, heating, lighting and plumbing apparatus and all other fixtures now, or that may be hereafter, attached to said  
premises, and everything appurtenant thereto, situated in the County of **Cook**, in the State of Illinois, to-wit:

**Lot 3 in Block 41 in Village of Park Forest Area No. 4, being a  
Subdivision of part of the East half of Section 35 and the West  
half of Section 36, Township 35 North, Range 13 East of the Third  
Principal Meridian, according to the Plat thereof recorded in the  
Recorder's Office of Cook County, Illinois, June 25, 1951, as  
Document 15107640, in Cook County, Illinois.**

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

**TO HAVE AND TO HOLD** the above described premises, with the appurtenances and fixtures unto the said party or  
the second part <sup>his</sup> successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for  
the equal security of said principal and interest without preference or priority by means of priority of time of maturity  
thereof.

And the said grantor <sup>S</sup> covenant and agree as follows: To pay said indebtedness and the interest thereon  
as herein and in said notes provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon  
said premises; to commit or suffer no waste to said premises; to keep any and all buildings thereon in good repair; to keep all  
buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies  
in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness  
the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder pay-  
able to said Trustee, as interest may appear; to suffer no liens of mechanics or material men or other claims to attach  
to said premises. And in the event of the failure of said grantor <sup>S</sup> so to pay said taxes and assessments, or to keep said build-  
ings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said  
indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may  
procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and  
all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with  
interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so  
much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire  
into the validity of any such tax liens or titles, taxes or special assessments or sales thereof, or into the validity of any lien  
of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above  
authorized.

**IN THE EVENT OF A BREACH** of any of the aforesaid covenants or agreements, on in case of default in the payment  
of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebted-  
ness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recover-  
able by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse  
of time.

**IT IS FURTHER AGREED** by the grantor <sup>S</sup> that in case a right of foreclosure or other right of procedure, shall  
arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part  
thereof or the said trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable  
proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses  
and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof—including  
reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

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abstract of title showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor; that 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. It is further agreed that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit have been paid.

The grantor waives all right to the possession of, and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires 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 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, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire.

IN THE EVENT of the refusal, resignation or inability of the grantee to act as trustee then the Recorder of Deeds of said County, is hereby appointed to be successor in this trust. When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving reasonable charges therefor.

WITNESS the hand and seal of the grantor this 1st day of December A. D. 19 80

Kevin J. Roche (SEAL.)  
Kevin J. Roche (SEAL.)

Sandra L. Roche (SEAL.)  
Sandra L. Roche (SEAL.)

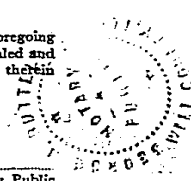
STATE OF ILLINOIS } ss.  
COUNTY OF COOK }

I, SHIRLEY A. BENTSCHER,  
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that  
KEVIN J. ROCHE and SANDRA L. ROCHE, his wife

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the 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 First day of December A. D. 19 80

Shirley A. Bentscher  
Notary Public



(Not to be recorded)  
**IMPORTANT** For the protection of both the borrower and lender, the principal note secured by this Trust Deed should be identified by:

Trustee

The principal note mentioned in the within Trust Deed has been identified herewith.

Register No. 80 DEC 3

By Trustee 12 30

Trustee

12 30

DEC 5 80 3 7 9 PM

By

10.15

MAINT

**TRUST DEED**

TO

Trustee

Trust No.

Loan No.

\$ \_\_\_\_\_ years at \_\_\_\_\_ %

Date \_\_\_\_\_ 19 \_\_\_\_\_

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**END OF RECORDED DOCUMENT**