

# UNOFFICIAL COPY

Dale

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25874537

GEORGE E. COLE\*  
LEGAL FORMS

68-24-347Z

THIS INDENTURE, WITNESSETH, That Mark J. Kenna and Janet L. Kenna, His Wife, As Joint Tenants

(hereinafter called the Grantor), of 42 Highbury Dr., Elgin, IL.  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Thousand Five Hundred Eleven and 00/100 Dollars  
in hand paid, CONVEYS AND WARRANTS to Security Pacific Finance, Corp.  
of 1699 E. Woodfield Rd., A-7 Schaumburg, IL 60195  
(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 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 Township  
of Elgin County of Cook and State of Illinois, to-wit:

Lot 260 of Parkwood Village Unit No. 6, being a subdivision of part of Government Lot 1 of the Northwest Quarter of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, in the city of Elgin, Cook County, Illinois according to the Plat of said Parkwood Village Unit No. 6 recorded July 8, 1977 as Document No. 24004589 in Cook County, Illinois.

10.00

COOK COUNTY, ILLINOIS  
RECORDS & CLERK

*Richard K. Olson*  
RECORDER OF DEEDS

1981 MAY 14 AM 10:44

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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 Mark J. Kenna and Janet L. Kenna, His Wife, As Joint Tenants justly indebted upon Their principal promissory note bearing even date herewith, payable

In One Hundred and Twenty (120) Monthly Installment Payments, Due Starting on June 22, 1981 and Every Month after on the 22nd. The Amount Financed is Ten Thousand One Hundred Ninety Six Dollars and Zero Cents (\$10,196.00). The Finance Charge is for Twelve Thousand Five Hundred and Thirty Dollars and Eighty Cents (\$12,530.80) at an Annual Percentage Rate of Eighteen (18) Per Cent. PrePaid Finance Charges are Three Hundred and Fifteen Dollars and Zero Cents (\$315.00). The Total of Payments is Twenty Two Thousand Seven Hundred Twenty Six Dollars and Eighty Cents (\$22,726.80).

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 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 or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagee 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 of the prior incumbrances or the interest thereon 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 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.

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 by its 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, 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 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 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 hereof is: Mark J. Kenna and Janet L. Kenna, His Wife, As Joint Tenants  
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, or Cook County Recorder 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 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: 5 this 18th day of May, 19 81

*Mark J. Kenna*  
*Janet L. Kenna*  
Mark J. Kenna (SEAL)  
Janet L. Kenna (SEAL)

This instrument was prepared by Security Pacific Finance, Corp. 1699 E. Woodfield Rd. A-7  
(NAME AND ADDRESS) Schaumburg, IL. 60195

25874537

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Susan Schaub, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Mark J. Kenna and Janet L. Kenna

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 18th 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.



Witness my hand and notarial seal this 18th day of May, 1981

*Susan Schaub*  
Notary Public

My Commission Expires Feb. 11, 1985

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BOX 533

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

Mark J. Kenna & Janet L. Kenna  
42 Highbury Drive  
Elgin, Illinois. 60120

TO  
*Mail to:*  
SECURITY PACIFIC FINANCE CORP  
1699 E. WOODFIELD ROAD  
SUITE 427  
SCHUMBERG, IL 60194

GEORGE E. COLE®  
LEGAL FORMS