

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)
Ho 58707 242 All

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INSTRUMENT WITNESSETH That Dennis J Kenny and Diane C. Kenny his wife as joint tenants.

25996761

(hereinafter called the Grantor), of
6079 So. Massasoit, Oak Lawn Illinois
(City and Street) (City) (State)
for and in consideration of the sum of Fifteen Thousand Seven Hundred Thirty Seven and 25/100. (\$15,737.25) Dollars,
in hand paid CONVEY S. AND WARRANT S. to Security Pacific Finance Corporation
of 4740 W. 95th St. Oak Lawn Illinois
(City and Street) (City) (State)

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook

and State of Illinois, to-wit:

Lot 1 in Gerald Smith and James A. Koleno's Resubdivision of Lot 2 (Except the South 168 Feet and Except Property taken lying Metropolitan Sanitary District of Greater Chicago) In block 22 in Frederick H. Bartlett's Central Wood being a subdivision of East 1/2 of East 1/2 and East 1/2 of West 1/2 of East 1/2 of Section 8, Township 37 North, Range 13 East of the third principal meridian (Except Railroad right of way) in Cook County Illinois.

Also known as: 9829 So. Massasoit, Oak Lawn IL.
Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN WITNESS, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon _____ principal promissory note _____ bearing even date herewith, payable

In One Hundred Twenty monthly instalments at Three Hundred Fourteen and 63/100. (120@ \$314.63)
Due no later than 9/4/91.

25996761

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 repair 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 interests 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 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 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 _____ legal rate _____ per cent per annum plus so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all accrued 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 _____ legal rate _____ 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, outlays for documenting 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 the 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 said premises.

The name of a record owner is Dennis J Kenny and Diane C Kenny, his wife, as joint tenants.

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Security Pacific Finance Corporation 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 of the aforesaid conditions and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to Worth Federal Savings and Loan

Witness the hand and seal of the Grantor this 31st day of August 19 81

Please print or type name(s) below signature(s)


Dennis J. Kenny (SEAL)
Dennis J. Kenny
Diane C. Kenny (SEAL)
Diane C. Kenny

This instrument was prepared by M.Orsi for Security Pacific Finance Corporation, 4740 W. 95th St. Oak Lawn Illinois
(NAME AND ADDRESS)

1981 SEP 11 AM 11:30

STATE OF Illinois SEP-11-81 5 2 0 6 2 0 25996761 10.00
COUNTY OF Cook ss.

I, Sharon L. Renz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis J. Kenny And Diane C. Kenny, his wife, as joint tenants, 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 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 official seal this 31st day of August, 19 81.
 My Commission Expires March 3 1984
Sharon L. Renz
Notary Public

25996761

10.00

25996761

BOX No. _____

SECOND MORTGAGE
Trust Deed

Dennis J. and Diane C. Kenny

9829 So. Massasoit, Oak Lawn Il, 60453

TO

Security Pacific Finance Corporation

4740 W. 95th St. Oak Lawn Il 60453

Mail TO:

Security Pacific Finance Corporation
4740 W. 95th St. Oak Lawn, Illinois 60453

Box 23C

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT