

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

25177301

GEO E COLE & CO CHICAGO  
LEGAL BLANKS

A-899465  
OKOKIE

This Indenture, WITNESSETH, That the Grantor S JOHN KELLY and ALICE KELLY, his wife

of the Village of Oak Forest County of Cook and State of Illinois

for and in consideration of the sum of Ten (\$10.00) Dollars

in hand paid, CONVEY AND WARRANT to LLOYD KLOWDEN and IRIS KLOWDEN, his wife,

of the City of San Diego County of \_\_\_\_\_ and State of California

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, 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 Oak Forest County of Cook and State of Illinois, to-wit:

LOT 122 IN NATALIE SUBDIVISION UNIT NO. 3, A SUBDIVISION OF THE SOUTH WEST 1/2 OF THE NORTH WEST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney K. Olson*  
RECORDER OF DEEDS

1979 OCT 4 AM 10:52

25177301

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 S JOHN KELLY and ALICE KELLY, his wife

justly indebted upon TWO principal promissory note bearing even date herewith, payable First Note to Lloyd Klowden & Iris Klowde in the amount of \$27,500.00 at 12% interest payable in monthly installments beginning October 1, 1979 of \$275.00 or more per month each month thereafter until fully paid, no later than ten years from the date of first payment.

Second Note to Ann Michaels in the amount of \$27,500.00 at 12% interest payable as follows: (a). \$275.00 per month or more, for the first six months; (b). \$325.00 per month or more, for the next twelve months; (c). \$175.00 per month or more, beginning the 19th month until fully paid. Must be paid no later than ten years from first monthly payment.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 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 they 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 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 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 S agree to repay immediately without demand, and the same with interest thereon from the date of payment of seven 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 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 seven 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 S, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor'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 S; 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 S. 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor S, for said grantor S, and for the heirs, executors, administrators and assigns of said grantor S waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 S, or to any party claiming under said grantor S, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said \_\_\_\_\_ County of the grantee, or of his refusal or failure to act, then

Iris Klowden 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 S this 1st day of October A. D. 1979

*John Kelly* (SEAL)  
*Alice Kelly* (SEAL)  
John Kelly (SEAL)  
Alice Kelly (SEAL)

25177301

# UNOFFICIAL COPY

25177301

State of Illinois }  
County of Cook } ss.

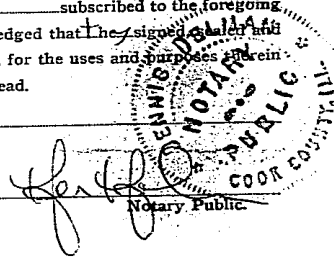
I, Dennis Delman

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that

John Kelly and Alice Kelly

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed 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 15<sup>th</sup> day of October A. D. 1979



25177301

REIFMAN & DELMAN  
1000 SKOKIE BLVD  
SUITE 300  
WILMETTE, IL. 60091

**BOX 533**  
SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE & COMPANY

**END OF RECORDED DOCUMENT**