

UNOFFICIAL COPY

25241915

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That MICHAEL W. O'NEAL & PATRICIA O'NEAL, HIS WIFE



(hereinafter called the Grantor), of the Village of Park Forest County of Cook and State of Illinois, for and in consideration of the sum of Thirty One Thousand Nine Hundred Seventeen and 60/100 Dollars in hand paid, CONVEY AND WARRANT TO Park Forest Federal Savings and Loan, A Division of Joliet Federal Savings and Loan Association, of the Village of Park Forest County of Cook and State of Illinois, and to its 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 and fixtures thereon, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Park Forest County of Cook and State of Illinois, to-wit:

Lot #41 in Block 63 in Village of Park Forest area number 5, being a subdivision of part of the East 1/4 of Section 35 and the West 1/4 of Section 36, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

1979 NOV 15 AM 10:33

25241915

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

Whereas, The Grantor MICHAEL W. O'NEAL & PATRICIA O'NEAL, HIS WIFE justly indebted upon that certain promissory note S bearing even date herewith, in the amount of 31,917.60 Dollars, to be paid in 180 monthly installments of \$177.22 Dollars each beginning on the 1st day of November 19 79.

Park Forest A 906957

25241915

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 prior to the first day of May 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 hereon, which is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause which is 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, 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 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 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 for such 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 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.

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, photographer'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 heretofore 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 profit of the said premises.

When all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, or receiving his reasonable charges.

Witness the hand and seal of the Grantor this 15th day of October 19 79

Michael W. O'Neal (SEAL)
Patricia M. O'Neal (SEAL)

This Document was prepared by:
Sue Ettema/ Park Forest Federal
Savings and Loan/ a division of
Joliet Federal Savings and Loan
4 Plaza, Park Forest, IL. 60466

25241915

State of Illinois ss.
County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL W. O'NEAL & PATRICIA O'NEAL, HIS WIFE

personally known to me to be the same person whose name s 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 set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 1st day of October, 1979
Joan A. McCarthey
Notary Public
Commission Expires 1979 COMMISSION EXPIRES / CT. 7, 1981

SECOND MORTGAGE
Trust Deed

TO

mail to:

Park Forest Federal Savings & Loan
4 Plaza
Park Forest, IL 60466