

25334191

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202

THIS INDENTURE, WITNESSETH, That the Grantors, Martin J. O'Malley & Mary G. O'Malley, his wife

of the Village of Elmwood Pk County of Cook and State of Illinois
for and in consideration of the sum of Six Thousand Seven Hundred Sixty Four & 40/100
Dollars on hand paid, CONVEY AND WARRANT to Midwest Bank & Trust
1606 N. Harlem, Elmwood Pk, Ill. 60635

of the Village of Elmwood Pk County of Cook and State of Illinois
as trustee, 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 Village of Elmwood Pk County of Cook and State of Illinois to-wit:

The South 33 feet lot 10 and (except South 28 feet) lot 11 in block 10 in Mills and 9th's 3rd. addition to Green Fields, a subdivision of the East 1/2 of Southwest 1/4 in Section 36, Township 40 North range 12 East of the 3rd. Principal Meridian

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IS TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantors are justly indebted upon said principal promissory note bearing even date herewith, payable

(6,764.40)
SIX THOUSAND SEVEN HUNDRED SIXTY FOUR & 40/100 ----- Payable in 60 successive monthly installments of ONE HUNDRED TWELVE DOLLARS & 74/100 (112.74) commencing the 1st. day of March, 1980 and due and payable on the 1st. day of each month thereafter until paid.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon as herein and elsewhere provided in the agreement offering same; (2) to pay said indebtedness and the interest thereon as herein and elsewhere provided in said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of or damage to, to rebuild or restore all buildings, improvements and other structures 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, improvements and other structures on said premises insured in companies to be selected by the grantor hereon, who is hereby authorized to place such insuring companies, and liable to the holder of the first mortgage indebtedness, with loss clause attached payable not to the first mortgagee, but to the trustee hereon, as these interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee, until the indebtedness is fully paid, and as such insurances, and the interest thereon, at the time of times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or discharge or purchase any lien or other charge affecting said premises, and all prior incumbrances, and the interest thereon from time to time, and all moneys so paid, the grantors waive to repay immediately on demand, and the same with interest thereon from the date of payment at 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 interest thereon, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon, from time to time, 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 been matured by express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereon, including reasonable solicitor's fees, outlays for documentary evidence, recording charges, and, if proceeding or completing abstract showing the title to said premises embracing foreclosure decree, shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor or any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 proceeding, 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 grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, 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 or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be first successor in this trust, and if for successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled on receiving his reasonable charges.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO

Witness the hands and seals of the grantors this 15th. day of January 19 80
This document prepared by
Barbara Vandergriff
Midwest Bank & Trust
1606 N. Harlem
Elmwood Pk, Ill. 60635

Martin J. O'Malley (SEAL)
Mary G. O'Malley (SEAL)



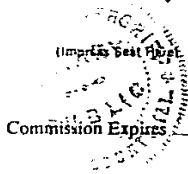
25334191

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Barbara Vandergriff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Martin J. O' Malley & Mary G. O' Malley

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

Given under my hand and notarial seal this 15th day of January 19 80



Commission Expires 12-1-81

Notary Public

1980 JAN 24 AM 9 U.S.



25834191
1614999
1614999

SECOND MORTGAGE

Trust Deed

TO