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GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April, 1980

26015678

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

*Sidney H. Olson*  
RECORDER OF DEEDS

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

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

26015678

1981 OCT - 11 PM 1:03

68-47-281-C

THIS INDENTURE WITNESSETH, That Thomas J. Kelly and Roberta C. Kelly, his wife, as joint tenants.

(hereinafter called the Grantor), of 8138 So. Kilbourn Chicago Illinois

for and in consideration of the sum of Thirty One Thousand Two Hundred Fourteen and 25/100. (\$31,214.25) Dollars

in hand paid, CONVEY S AND WARRANT S to Security Pacific Finance Corporation

of 4740 W. 95th St. Oak Lawn Illinois

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 54 in Scottsdale

1st Addition, Being Raymond L. Lutgert's Resubdivision of Part of the East 1/2 of Lot 5 in the Assessor's Subdivision of Section 34, and The North 1/2 of Section 32, Township 38 North, Range 13 East of the Third Principal Meridian and Part of the East 1/2 of Lot 3 in the Subdivision of Lot 4 in the Aforesaid Assessor's Subdivision. Also Lots "D and E" in Scottsdale, Being Raymond L. Lutgert's Subdivision of Part of the East 1/2 of said Lot 5 in Assessor's Subdivision "A1" in Cook County, Illinois. " According to A Certain Plat Recorded in Cook County, Illinois on March 18, 1952, As Document 15297457.

Hereby releasing and waiving all rights under and by virtue of 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 is justly indebted upon \_\_\_\_\_ principal promissory note \_\_\_\_\_ bearing even date herewith; payable

In One Hundred Twenty Monthly Installments as Six Hundred Three and 25/100. ( 120 @ \$603.23 )  
Due no later than October 5th 1991.

19-34-110-027

10.00  
COOK COUNTY MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when 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 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 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 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 legal rate 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 of 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 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 documents, 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 proceedings, 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 Thomas J. Kelly and Roberta C. Kelly, 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 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.

This trust deed is subject to \_\_\_\_\_

Witness the hand and seal of the Grantor this 29th day of September, 19 81

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

*Thomas J. Kelly* (SEAL)  
Thomas J. Kelly

*Roberta C. Kelly* (SEAL)  
Roberta C. Kelly

This instrument was prepared by M.Orsi for Security Pacific Finance Corp. 4740 W. 95th Oak Lawn IL  
(NAME AND ADDRESS)

26015678

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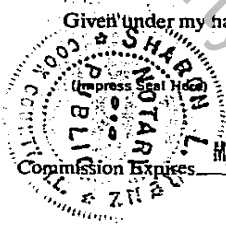
87021005

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Sharon L. Renz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Kelly and Roberta C. Kelly, 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 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 official seal this 29th day of September, 1981.



Sharon L. Renz  
Notary Public

87021005

26015678

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

Thomas & Roberta Kelly  
8138 So. Kilbourn Chicago IL 60652  
TO  
Security Pacific Finance Corp.  
4740 W. 95th St. Oak Lawn IL 60453

Mail To: \_\_\_\_\_

SECURITY PACIFIC FINANCE CORP.  
4740 W. 95th St., Suite 2G  
Oak Lawn, Illinois 60453

Box 533

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT