

27504646

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor MICHAEL S. MOYNAHAN

of the City of Chicago, County of Cook, and State of Illinois
for and in consideration of the sum of Eight thousand three hundred ninety-four and 12/100 Dollars
in hand paid, CONVEY. AND WARRANT to JOSEPH DEZONNA, Trustee
of the City of Chicago, County of Cook, and State of Illinois
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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the City of Chicago, County of Cook, and State of Illinois, to-wit:
Lot Forty-five (45) in Block 24 in the subdivision of Blocks 1 to 31
inclusive in W. B. Walker's Addition to Chicago, in the South West
quarter of Section 14, Township 40 North, Range 13, East of the
Third Principal Meridian, in Cook County, Illinois, commonly known
as 4150 North Manticello Avenue, Chicago, Illinois.

Real Estate Index No. 13-14-324-025

R.R.

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 MICHAEL S. MOYNAHAN
his one principal promissory note, bearing even date herewith, payable
justly indebted upon NORTHWEST NATIONAL BANK for the sum of Eight thousand three hundred
ninety-four and 12/100 dollars (\$8,394.12)
payable in 84 successive monthly instalments each of \$99.93 due
on the note commencing on the 7th day of May, 1985, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THE GRANTOR covenants and agrees 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 to demand and 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 grantor, a trustee or mortgagee, and
authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the trustee or mortgagee, and
second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay
prior to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgages 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 so 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
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 be due and payable by
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 enforceable 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, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness,
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, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors,
administrators and assigns of said grantor, 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, or to any party claiming under said grantor,
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 Cook County of the grantee, or of his refusal or failure to act, then
Thomas S. Larsen 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 this 23rd day of March A. D. 1985

Michael S. Moynahan (SEAL)
(SEAL)
(SEAL)
(SEAL)

27504646

UNOFFICIAL COPY

State of Illinois }
County of Cook } 55.

I, MICHAEL S. MOYNAHAN
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that

..... subscribed to the foregoing
personally known to me to be the same person whose name is
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as his 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 23rd
day of March A. D. 19 85. *Margaret M. Peterson* Notary Public.

MY COMMISSION EXPIRES
SEPTEMBER 1, 1986

PR-985 49658 27504646 A - REC

11.00

9 APR 85 10: 46

27504646

11.00

Box No. 246

SECOND MORTGAGE

Trust Deed

MICHAEL S. MOYNAHAN

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

Northwest National Bank
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

552999E

END OF RECORDED DOCUMENT