

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

27 027 953

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Sean E. Murphy and Lisa D. Murphy, his wife

(hereinafter called the Grantor), of 2109 North Clark Street, Chicago, Illinois 60614
(No. and Street) (City) (State)

for and in consideration of the sum of ten (\$10.00) XX Dollars
in hand paid, CONVEY AND WARRANT to Joseph C. Franklin
of 2113 North Clark Street, Chicago, Illinois 60614
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 city
Chicago County of Cook and State of Illinois, to-wit:

LOT 12 IN MCNALLY'S SUBDIVISION OF PART OF LOT "A" IN BLOCK 19 IN CANAL TRUSTEES'
SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 960775, IN
COOK COUNTY, ILLINOIS.

11.00

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1984 APR -2 PM 2:55

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Hereby releasing and waiving all rights under and benefit 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 Sean E. Murphy and Lisa D. Murphy, his wife
justly indebted upon Forty Thousand Dollars (\$40,000) principal promissory note bearing even date herewith, payable
in full March 30, 1988 with interest at twelve percent (12%) per annum payable
monthly commencing April 1, 1984.

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 when due, all taxes and assessments and
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 on 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 Mortgagees 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 pay 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 by the
Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eighteen percent
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 or 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 sixteen percent 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. eighteen

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-
closure hereof—including reasonable attorney's fees, charges for documentary evidence, stenographer's charges, cost of procuring or com-
pleting 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 de-
gree 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 with-
out 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 the said premises.

The name of a record owner is: Sean E. Murphy and Lisa D. Murphy, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, then Willard N. Nyman of said County is hereby appointed to be the 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 30th day of March, 19 84

Sean E. Murphy (SEAL)

Lisa D. Murphy, his wife (SEAL)

The attached allonge is an integral part of this Trust Deed Second Mortgage Form.

This instrument was prepared by Willard N. Nyman, Supena & Nyman, 823 Commerce Drive, Oak
(NAME AND ADDRESS) Brook, Illinois 60521

Handwritten notes and signatures on the left margin, including 'TRUST DEED' and 'MORTGAGE'.

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Handwritten number '333' at the bottom left.

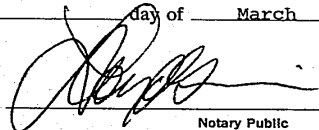
STATE OF Illinois)
COUNTY OF Cook) ss.

I, LLOYD GUSSIS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sean E. Murphy and Lisa D. Murphy, his wife

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 notarial seal this 30th day of March, 1984.

(Impress Seal Here)


Notary Public

Commission Expires 10/11/85

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BOX No. _____
SECOND MORTGAGE
Trust Deed
Sean E. Murphy and
Lisa D. Murphy, his wife
TO
Joseph C. Franklin

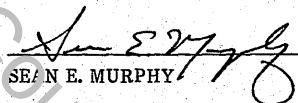
ALLONGE TO TRUST DEED DATED MARCH 30, 1984
FROM SEAN E. MURPHY AND LISA D. MURPHY, HIS WIFE
TO JOSEPH C. FRANKLIN, TRUSTEE


1. The Grantors covenant and agree not to create or cause any indebtedness or lien against the property having priority over the note secured by this Trust Deed other than the note dated March 24, 1984 for \$80,000 secured by the first Trust Deed or Mortgage dated March 24, 1984 to Midtown Trust & Savings Bank, Chicago, Illinois.

2. The Grantors covenant and agree that on sale or transfer of all or any part of the Property, or any interest therein, Grantee may, at Grantee's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Grantee may invoke any remedies permitted by this Instrument. This option shall not apply in case of

- (a) transfers by devise or descent or by operation of law upon the death of a joint tenant;
- (b) the grant of a leasehold interest in a part of the Property of one year or less (or such longer lease term as Grantee may permit by prior written approval) not containing an option to purchase;

Witness the hands and seals of the Grantors this 30th day of March, 1984.

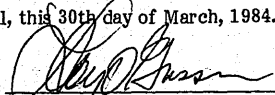
 (SEAL)
SEAN E. MURPHY

 (SEAL)
LISA D. MURPHY, HIS WIFE

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 SEAN MURPHY, personally known to me to be the same person whose name is subscribed to the foregoing 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.

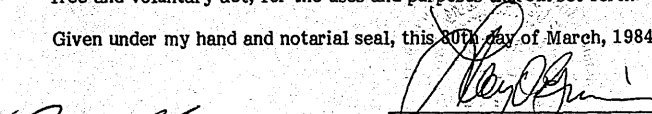
Given under my hand and notarial seal, this 30th day of March, 1984.


Notary Public

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 LISA MURPHY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of March, 1984.


Notary Public

This instrument was prepared by Willard N. Nyman, Supena & Nyman, 823 Commerce Drive, Suite 350, Oak Brook, Illinois, 60521.

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