

TRUST DEED
SECOND MORTGAGE (ILLINOIS)CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.THIS INDENTURE WITNESSETH, That John M. Koch and Rosemary H. Koch, his wife,
of 1212 1/2 North 10th Street, Chicago, Illinois,(hereinafter called the Grantor), of
1212 1/2 North 10th Street, Chicago, Illinois,
and for and in consideration of the sum of \$36,000.00 Dollars
in hand paid, CONVEY, SET AND WARRANT ALL TO JOHN J. O'LEARY,
Trustee, C/O ALL STATE CREDIT CORP.,
of 50229 W. Irving Park Road, Chicago, Illinois,
(Street and Street) (City and State) (State)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:

The grantor does hereby convey to the trustee, Section 1 of the North East 1/4 of the North East 1/4 of the North East 1/4 of Section 12, Township 12 North, Range 12 East of the Third Principal Meridian, in the County of Cook, Illinois, containing the following: Beginning at a point in the
west line of Section 12, 1/4 mile south of the Meridian line, and running due North west 4 of Section 12; thence
due South from 1/4 mile east of the Meridian line, to the west line of the North West 1/4 Section 12;
1/274.77 feet due South from the Meridian line, to the right line 240.21 feet
due South from the Meridian line, to the right line 240.21 feet due South, line 1000.00 continued on
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 is justly indebted upon a principal promissory note bearing even date herewith, payable

to the order of ALL STATE CREDIT CORP., promissory note #17177 dated January 10, 1980
fully signed by John M. Koch and Rosemary H. Koch, his wife, payable according to the terms
and tenor of a certain promissory note bearing even date herein, Thirty-six (36)
monthly payment of One hundred and eighty dollars no cents (\$180.00) per month
and principal, 1% and six (6%) of the balance of 1/2 of every month thereafter
until paid in full.

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 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 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 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 mortgage 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 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.

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, 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 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, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclose 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 or 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 item 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 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 anyone 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 John M. Koch and Rosemary H. Koch, his wife.

IN THE EVENT of the death or removal from said County, or of his resignation, refusal or failure to act, then John M. Koch, his wife, or his assigns, 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 12th day of January, 1980.

Please print or type names below signature(s)

This instrument was prepared by Lender's Land Title Co./All State Credit Corp., 50229 W. Irving Park, Chicago, IL
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Robert LaPlume, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that John M. Krok and Rosemary H. Krok, his wife

personally known to me to be the same person³, 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 official seal this 10th day of January, 19 86.

(Impress Seal Here)

Notary Public

Commission Expires July 11, 1986

(Continued from front)

feet East ~~of~~ the West line of said East $\frac{1}{4}$ of North, West $\frac{1}{4}$ of Section 19; thence Westerly parallel to the South line said East $\frac{1}{4}$ of the North West $\frac{1}{4}$ Section 1009.0 feet to the West line said East $\frac{1}{4}$ of the North West $\frac{1}{4}$ Section 19; thence Northerly along the said Westerly line of the East $\frac{1}{4}$ of the North West $\frac{1}{4}$ Section 19; 240.0 feet to the place of beginning in Cook County, Illinois.

Real Estate Index Number: 27-10-101-001

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JTT CCH A 60070099 * 35663 98-7T-NVJ

SECOND MORTGAGE Trust Deed

John M. Krok and Rosemary H. Krok,
his wife

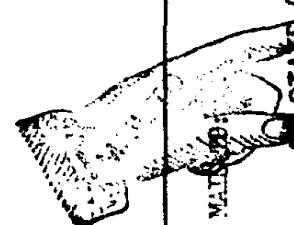
16001 S. 119th Ave.
Orland Park IL 60462

To
John J. Chairo, Trustee
c/o All State Credit Corp.

5229 W. Irving Park
Chicago, Illinois 60634

ADDRESS OF PROPERTY:

16001 S. 119th Ave.
Orland Park, IL 60462



ALL STATE CREDIT CORP.
5829 W. IRVING PARK RD.
CHICAGO, ILL 60634