

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

86242061

1986 JUN 13 PM 3:14

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THIS INDENTURE WITNESSETH that Theodore E. Malone and Lena M. Malone, his wife

(hereinafter called the Grantor), of 507 45th Street, Western Springs, IL 60558

for and in consideration of the sum of Fifteen thousand two hundred seven and 00/100

in hand paid, CONVEY AND WARRANT to First Bank of Romeoville,

of 50 Phelps Ave., Romeoville, IL 60441

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: Block 11 in Knight and Wilson's Resubdivision of Block 11 in Ridge Acres, a Subdivision in the West 1/2 of Section 5, Township 38 North, Range 12

Permanent Tax No. 18-05-313-015

Above Space For Recorder's Use Only

11.00

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 an installment note dated May 22, 1986, payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of Fifteen thousand two hundred seven and 00/100 DOLLARS,

15,207.00, together with interest on the principal balance from time to time unpaid at the rate of 11.5 percent per annum from May 22, 1986 until maturity, payable in 59 installments of 213.80 each beginning July 1, 1986 and a final installment of 10,020.97 payable on June 1, 1991 and with interest after maturity of the final installment at the rate of 16.5 percent per annum, and all of said indebtedness is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at First Bank of Romeoville, 50 Phelps Ave., Romeoville, IL 60441

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 or rebuilding or restoration of 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 a tax lien or file 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 11.5 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 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 16.5 percent per annum, shall be recoverable by foreclosure thereof, or by suit in 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 a contract 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 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 the said premises.

The name of a record owner is: Theodore E. Malone and Lena M. Malone, his wife

IN THE EVENT of the death or removal from said Will County of the grantee, or of his resignation, refusal or failure to act, then First Bank of Romeoville 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 22nd day of May, 1986.

Theodore E. Malone (SEAL)  
Theodore E. Malone

Lena M. Malone (SEAL)  
Lena M. Malone

Please print or type names below signature(s)

This instrument was prepared by Jeanine A. Skelley, First Bank of Romeoville, 50 Phelps Ave., Romeoville, IL 60441

BANK COPY

ORIGINAL—WHITE, BORROWERS COPY—YELLOW

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# UNOFFICIAL COPY

12005208

RECORDED & INDEXED

STATE OF Illinois JAN 31 1986

COUNTY OF Will

I, William B. Las

State aforesaid, DO HEREBY CERTIFY that

Theodore E. and L. Mary Malone,  
husband and wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 a 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 22nd day of May, 1986.

(Impress Seal Here)

*William B. Las*  
Notary Public

COMMISSION EXPIRES  
Commission Expires JULY 22, 1986

BOX NO. 12005208

SECOND MORTGAGE  
**Trust Deed**

Theodore E. & L. Mary Malone

507 49th Street, Western Springs Il. 60558

TO  
First Bank of Romeoville

50 Phelps Ave., Romeoville, Il. 60441

BOX 333 - HV

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ORIGINAL - WHITE BORROWERS COPY - YELLOW