

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That DONALD R. GALLAGHER and
PATRICIA M. GALLAGHER, his wife

(hereinafter called the Grantor), of 2912 Sunset
Flossmoor, Illinois 60422
 (No. and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100

in hand paid, CONVEY AND WARRANT to MARETTE CREAGAN Dollars

of 3045 Palmer Court, Flossmoor, Illinois 60422
(No. and Street) (City) (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

Above Space For Recorder's Use Only

LOT 22 IN BLOCK 2 IN HEATHER HILL RESUBDIVISION, BEING RAYMOND L. LUTGERT'S
SUBDIVISION OF THAT PART OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED THE
8TH DAY OF JANUARY, A.D. 1963 AS DOCUMENT NO. 18691973, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 31-12-116-022

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

In monthly installments of \$550.69 per month with the principal balance; if not sooner paid, due February 1, 1977.

87046040

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, hereafter and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, or in each year and in each month, assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or rebuilding of, and to all buildings, improvements, and contents 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 in 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 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 so to insure, or pay taxes or assessments, or the prior incumbrances of 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 the rate of _____ 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.

men 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 compiling an abstract showing the whole title of said premises embracing foreclosure decrees 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 shall the same hereof given, until all such expenses and disbursements, not 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: **Donald R. Gallagher and Patricia M. Gallagher**

IN THE EVENT of the default, removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then

Louise S. Casper 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.

[illegible]

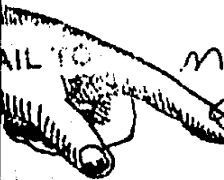
Witness the hand g and seal g, of the Grantor this 1 day of January 1987

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

X Donald R. Gallagher (SEAL)
DONALD R. GALLAGHER

x Patricia M. Gallagher (SEAL)
PATRICIA M. GALLAGHER

This instrument was prepared by LOUIS S. GASPEREC of GASPEREC AND SZWED, 18141 Dixie Hwy,
P.O. BOX 1076, Homewood, Illinois 60430 (NAME AND ADDRESS)



UNOFFICIAL COPY

MAIL TO CASPEREC AND SWEEN
8410 IRIE HWY
P.O. BOX 1076 HOMERIDGE IL 60430

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONALD R. GALLAGHER and PATRICIA M. GALLAGHER his wife _____

personally known to me to be the same person^s 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 12th day of January, 1987.

(Impress Seal Here)

Joseph P. Macinewicz
Notary Public

Commission Expires 1-18-89

DEPT-01 RECORDING \$11.25
IN3335 TRAN 9543 01/21/87 11:41:00
89006 # A *-07-040040
COOK COUNTY RECORDER

87040040

87040040

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

11 00 MAIL

GEORGE E. COLE
LEGAL FORMS