

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 James E O'Connor and Marilyn Y O'Connor, his wife

(hereinafter called the Grantor), of 3328 W Berteau Chicago, Illinois

for and in consideration of the sum of Six Thousand Nine Hundred and Thirty-five dollars and Seventy-six cents

in hand paid, CONVEY S AND WARRANT S to John Chiaro, Trustee, C/O All State Credit Corp of 5829 W Irving Park Chicago, Illinois

87115904

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

and State of Illinois, to-wit

Lot thirty-six (36) in Block four (4) in William H. Condon's Subdivision of the West one half of the East one half of the South East quarter of Section Fourteen (14), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

J J HAO

Permanent Real Estate Index No. 13-14-413-029

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 their principal promissory note, bearing even date herewith, payable

to the order of All State Credit Corp, promissory note #13789 dated February 26, 1987 duly signed by James E O'Connor and Marilyn Y O'Connor, his wife, payable according to the terms and tenor to a certain promissory note bearing even date hereon, Thirty six (36) payments One payment at \$253.91 and 35 monthly payments at \$190.91 due April 11, 1987 and on the 11th of every month thereafter till paid in full,

COOK COUNTY SECOND MORTGAGE

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as set forth 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 of any of 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 hereinafter, which shall be 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 of Mortgagee, and severally to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee of 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 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 to the satisfaction of all money obligations. 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 of 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 all the foreclosure hereof - including reasonable attorney's fees, outlays for document preparation, stenographer's charges, cost of procuring or completing 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 decree of sale shall have been entered or not, shall not be dismissed, nor shall a hearing be 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 said premises.

The name of a record owner is James E O'Connor and Marilyn Y O'Connor, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then John Chiaro, Trustee C/O All State Credit 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, S, and seal, S, of the Grantor this 26th day of February, 1987

James E O'Connor (SEAL)  
James E O'Connor

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

Marilyn Y O'Connor (SEAL)  
Marilyn Y O'Connor

This instrument was prepared by Laurie LaScola C/O All State Credit Corp 5829 W Irving Chgo, IL 60634  
NAME AND ADDRESS:

# UNOFFICIAL COPY

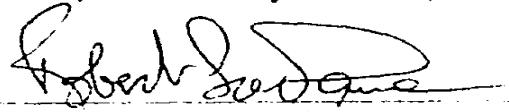
STATE OF Illinois  
COUNTY OF Cook ) ss.

I, Robert La Plume a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James E O'Connor and Marilyn Y O'Connor, his wife of 3328 W Berteau Chicago, Illinois 60618

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 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 26th day of February, 1987.

(Impress Seal Here)

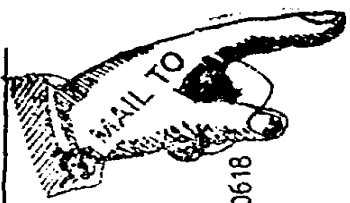
  
Notary Public

Commission Expires July 11, 1989

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BOX No.

## SECOND MORTGAGE Trust Deed

James E O'Connor and Marilyn Y O'Connor, his wife

3328 W Berteau  
Chicago, Illinois 60618

TO  
John J Chiaro, Trustee,  
C/O All State Credit Corp

5829 W Irving Park Rd  
Chicago, Illinois 60634

### ADDRESS OF PROPERTY:

3328 W Berteau  
Chicago, Illinois 60618

### MAIL TO:

ALL STATE CREDIT CORP  
5829 W Irving Park Rd  
Chicago, Illinois 60634

GEORGE E. COLE  
LEGAL FORMS