

Murphy, William B.  
555 Cornelia  
Doc. 27019384

Chgo., IL.  
\$28,528.33

3/27/84

Murphy, William B.  
1165 Pleasant Run  
Doc. 27332656

Wheeling, IL.  
\$9,064.75

11/13/84

Murphy, William G. & Mary R.  
4134 S. Campbell  
Doc. 27529170  
Doc. 86050336

Chgo., IL.  
\$1,663.88  
\$1,712.58

4/30/85  
2/5/86

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3510818

THIS INDENTURE WITNESSETH, That William D. Murphy and Darlyn J. Murphy, his wife, each as to an undivided 1/2 interest as tenants in common,

hereinafter called the Grantor), of 7459 N. Keeler, Skokie, Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Three thousand and no/100 Dollars in hand paid, CONVEY AND WARRANT to Park National Bank of Chicago, 2958 N. Milwaukee Avenue, Chicago, Illinois (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 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 Village of Skokie, County of Cook and State of Illinois, to-wit:

Lot Two (Except the South Seven (7) Feet thereof) (2) In Krenn and Dato's Third Howard-Crawford Addition, being a subdivision in the Southeast Quarter (1/4) of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian.

Common address: 7459 N. Keeler, Skokie, Illinois PIN: 10-27-412-048 ml.

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 William D. Murphy and Darlyn J. Murphy, his wife, as tenants in common justly indebted upon hypothecation agreement to the principal promissory note bearing even date herewith, payable to Paramot Electric Supply, Inc.

In accordance with the terms set forth therein

Prepared by: S. Bernstein, 2958 N. Milwaukee Avenue, Chicago, Illinois 60618

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note in 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) the title 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, such policies shall be left and remain with the said Mortgagee 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 the said incumbrance, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay said 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 eight 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 or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time of such breach at eight 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, not in excess of documentary evidence, 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 litigation 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, 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: William D. Murphy and Darlyn J. Murphy, his wife, as tenants in common 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 Park National Bank of Chicago 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 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 S. this 25th day of February 1986

William D. Murphy (SEAL) Darlyn J. Murphy (SEAL)

This instrument was prepared by (NAME AND ADDRESS)

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# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Linda Mirabella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. Murphy and Darlyn J. Murphy, 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 notarial seal this 25th day of February, 1986.

(Impress Seal Here)

Linda Mirabella  
Notary Public

My Commission Expires October 17, 1990  
Commission Expires

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1359396

IN DUPLICATION

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APR 28 4 23 PM '86

REGISTRAR OF TITLES

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO

Returned To:

Box 473