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2000-12-06 08:39:00
Cook County Recorder 59.00

TRUST DEED
SECOND MORTGAGE



00955461

THIS INDENTURE WITNESSETH, that DANIEL S. MAHRU (hereinafter called the Grantor) of 853 North Elston Avenue, Chicago, Illinois 60622, for and in consideration of the sum of THREE HUNDRED THOUSAND (\$300,000.00) and 00/100 DOLLARS, in hand paid, CONVEY and WARRANTS to FIRST BANK of 4565 West Harrison Street, Hillside, Illinois 60162, as Trustee, (hereinafter referred to as "Trustee" or "Grantee") and to its 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:

PARCEL 1: LOTS 1, 2 AND 3 IN BLOCK 2 IN RIDGELY'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PARTY WALL RIGHTS FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY AGREEMENT DATED DECEMBER 20, 1907 AND RECORDED JANUARY 29, 1908 AS DOCUMENT 4154267 IN AN EXISTING PARTY WALL THE CENTER LINE OF WHICH RUNS FROM A POINT WHICH IS 1.72 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF LOT 4 IN BLOCK 2 IN RIDGELY'S SUBDIVISION AFORESAID TO A POINT, WHICH IS 1.86 FEET WEST OF THE MOST EASTERLY LINE OF LOT 4 IN BLOCK 2 IN RIDGELY'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Numbers: 17-08-207-016-0000
17-08-207-017-0000
17-08-207-018-0000

Address of premises: 727 North Milwaukee Avenue
Chicago, Illinois 60622

7991864 Area 1 of 2 notes

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BOX 333-CT1

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IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable at:

4565 West Harrison Street
Hillside, Illinois 60162
or whatever location directed by First Bank

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 (60) 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest 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 encumbrances, 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

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assessments, or the prior encumbrances 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 encumbrances and the interest thereon from time to time; and all money so paid, the Grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at a prime rate as published by American National Bank of Chicago plus five per cent (5%) 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 the prime rate plus five per cent (5%) 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 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

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part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be and additional lien upon said premises, shall be taxes 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 released 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 waive all right to the possession of, and income from said premises pending such foreclosure proceedings, and agree 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.

Any default, which has not been cured within any grace period or cure period, under any other Note, Mortgage or other document, evidencing or securing indebtedness of Grantor, in favor of Trustee or any affiliate of the Trustee shall constitute a default hereunder and under the Loan Documents.

To further secure the payment of this Note, Grantor hereby irrevocably authorizes any attorney of any court of record to appear for the Grantor in such court in term, time or vacation, at any time hereafter and confess a judgment without process against

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Grantor, in favor of the holder of this Note for such sums as may appear to be unpaid and owing thereon, together with interest, costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Any loans evidencing or securing indebtedness of Grantor, in favor of Trustee or any affiliate of the Trustee shall constitute a default hereunder and under the Loan Documents.

The name of a record owner is DANIEL S. MAHRU.

This Trust Deed is subject to a mortgage to MANUFACTURER'S BANK and recorded as Document #98929902.

WITNESS the hand and seal of the Grantor this 14 day of December, 2010.



DANIEL S. MAHRU

THIS INSTRUMENT WAS PREPARED BY:

RONALD T. SLEWITZKE
MORGAN, LANOFF, DENNISTON & JACKSON, LTD.
Two North LaSalle Street -- Suite 1808
Chicago, Illinois 60602
(312) 346-3055

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michael J. Sreenan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL S. MAHRU, personally known to me to be the same persons whose names 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 1st day of December, 2000.

Michael J. Sreenan
Notary Public

My commission expires: 3/2/02

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