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326370012 33 001 Page 1 of 3  
2001-06-29 10:02:01  
Cook County Recorder 25.50

This Document Was Prepared By:  
LISA A. MARINO, Attorney at Law  
3310 North Harlem Avenue  
Chicago, Illinois 60634



When Recorded, Please Return To:  
LISA A. MARINO, Attorney at Law  
3310 North Harlem Avenue  
Chicago, Illinois 60634

This lien is subject and subordinate to the First Mortgage recorded as Document Number 0010576940.

-----State of Illinois-----Space Above This Line For Recording Data-----

**SECOND MORTGAGE**

*ME 2032787  
Yalla*

M. WILLIAM  
THIS INDENTURE WITNESSETH, THAT LAURA McGRATH and ~~WILLIAM~~ McGRATH (hereinafter called the Grantor), of 1224 West Winona, #1W, Chicago, Illinois 60640 for in consideration of the sum of FORTY THOUSAND AND 00/100 -----(\$40,000.00)-----dollars in hand paid, CONVEY AND WARRANT to WILLIAM MAYO McGRATH, JR. and KRISTIN SERUM McGRATH of 6502 Gleason Court, Edina, MN 55436, as Trustee, and to his successors in trust herinafter 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 the STATE OF ILLINOIS, to-wit:

*3W*

PARCEL 1:

UNIT 1W IN THE 1224 W. WINONA CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 49 IN BROWN'S FIRST ADDITION TO ARGYLE, A SUBDIVISION IN THE NORTH 6.62 CHAINS OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 10005346, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-4, ~~AND STORAGE SPACE~~ LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 10005346.

PIN: 14-08-302-057-0000  
Address of premises: 1224 West Winona, Unit 1W, Parking Space P-4, Chicago, Illinois  
IN TRUST, nevertheless, for purpose of securing performance of the covenants and agreements herein.

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WHEREAS, The Grantor is justly indebted upon \_\_\_\_\_ principal promissory note \_\_\_\_\_ bearing even date herewith, payable

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 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 building 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 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; and all money so paid, the Grantor agrees to repay immediately without demand, and the same interest thereon from the date of payment of 6.5 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 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 6.5 per cent per annum, shall be recoverable by foreclosure thereof, or by suit of 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 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 cost of the 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 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 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: Laura McGrath and Will McGrath

IN THE EVENT of the death or remove from said COOK County of the grantee, or his resignation, refusal or failure to act, then \_\_\_\_\_ 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 28<sup>th</sup> day of June, 2001.

William M. McGrath (Seal)  
WILLIAM MCGRATH

Laura M. McGrath (Seal)  
Laura M. MCGRATH

This instrument was prepared by Lisa A. Marino, Atty., 3310 North Harlem Avenue, Chicago, Illinois 60634

STATE OF ILLINOIS.....

COOK COUNTY Cook ss.

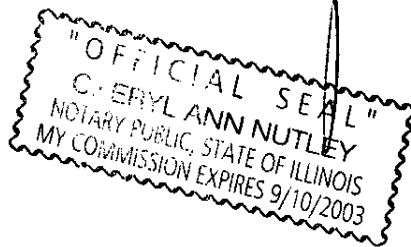
I, Cheryl Ann Nutley a Notary Public in and for said county and state, certify that WILLIAM MCGRATH and LAURA MCGRATH, his wife personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 Day of June, 2001.

\*WILLIAM MCGRATH AND LAURA M. MCGRATH HIS WIFE

My Commission Expires:

Cheryl Ann Nutley  
Notary Public



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