

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

22 663 674

ED & CO CHICAGO
LEGAL BANKERS

This Indenture, WITNESSETH, That the Grantor EDWARD L. BANKER and

MURIEL M. BANKER, his wife

of the Village of Northfield County of Cook and State of Illinois

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

in hand paid, CONVEY AND WARRANT to JOSEPH E. McWILLIAMS and CLAUDE McWILLIAMS,

of the Village of Glenview County of Cook and State of Illinois
his wife

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, 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 Northfield County of Cook and State of Illinois, to-wit:

Unit No. 1700 as delineated on the survey of the following described real estate (hereinafter referred to as "Parcel"):

That part of Lot 1 in the Plat of Consolidation of parts of Lots 4 and 5 in Happ's Subdivision of the South part of the Southwest quarter of Section 19, Township 42 North, Range 13 East of the Third Principal Meridian; together with all of Lots 3 and 5 of Siebel's Resubdivision of part of Lot 3 in said Happ's Subdivision; and Lot 10 in Schmidt's Subdivision of part of Lot 2 in said Happ's Subdivision, described as follows: Beginning at a point on the Easterly line of said Lot 1 in the Plat of Consolidation aforesaid (being also the Westerly line of Happ Road) 244.36 feet Northwest of the most Easterly corner of said Lot 1; thence West along a line parallel with and 196.50 feet North of the South line of said Lot 1; thence West along a line parallel with and 196.50 feet North of the South line of said Lot 1, a distance of 282.50 feet; thence North-easterly 131.88 feet to a point on a line 69.50 feet South of and parallel with the North line of said Lot 1 in the plat on consolidation aforesaid; thence East along said parallel line 155.25 feet to a point on the Easterly line of said Lot 1; thence Southeast along said Easterly line of Lot 1, 159.33 feet to the place of beginning, in the Village of Northfield, Cook County, Illinois.

which said survey is attached as Exhibit A to a certain Declaration of Condominium Ownership made by the Amalgamated Trust and Savings Bank, as Trustee under a certain Trust Agreement dated September 28, 1970 and known as Trust No. 2185, and recorded in the Office of the Cook County Recorder of Deeds as Document No. 22 440 037

together with an undivided 5.55 % interest in said Parcel (excepting from said Parcel all property and space comprising all the Units thereon as defined and set forth in said Declaration of Condominium and survey).

Mortgagors furthermore expressly grant to the parties of the second part, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and the rights and easements set forth in other Declarations of Condominium Ownership whether heretofore or hereafter recorded affecting other premises in the aforesaid Lot 1 in said Plat of Consolidation including, but not limited to, the easements for ingress and egress set forth therein.

This mortgage is subject to all rights, benefits, easements, restrictions, conditions, reservations and covenants contained in the aforementioned Declaration.

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Recorder's Office

UNOFFICIAL COPY

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 Grantors EDWARD L. BANKER and MURIEL M. BANKER, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable on or before October 1, 1975

The GRANTORS covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, according to any agreement extending time of payment; (2) to pay prior encumbrances, and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or reconstruct 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 said premises insured now or at any time on said premises insured in companies to be selected by the grantors hereinafter authorized to place such insurance companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be kept 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 of prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes, assessments, or discharge or purchase any tax lien or title, on said premises or pay all prior incumbrances and the interest thereon from time to time; and the money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 accrued interest, shall, at the option of the legal holder thereof, without demand, be immediately due and payable, and with interest thereon from the date of such breach, at seven per cent. per annum, shall be recoverable by the holder 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 grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, out-of-pocket expenses, attorney's charges, costs of procuring or completing abstract of title covering the whole title of said premises embracing foreclosure proceedings, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of part of said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional charge against said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether or not a sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors, for said grantors, and for the heirs, executors, administrators and assigns of said grantors, severally and jointly, shall retain to the possession of and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose the Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantors, or to any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Glenview State Bank, Glenview, Illinois, 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seal of the grantors this 22nd day of February A. D. 1974

This instrument prepared by McGowan & Karm Attorneys At Law 800 Waukegan Road Glenview, Illinois 60025

Edward L. Banker (SEAL)
Muriel M. Banker (SEAL)

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Office

UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1974 MAR 25 AM 10 56

MAR-25-74 775793 • 22663674 • A — Rec

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State of ILLINOIS
County of COOK

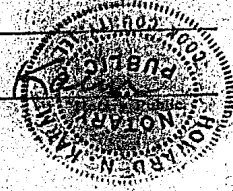
I, Howard N. Karm

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
EDWARD L. BANKER and MURIEL M. BANKER, his wife

personally known to me to be the same persons whose names 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 22
day of February, A. D. 1974

Howard N. Karm



MAIL

22663674

Box No.

SECOND MORTGAGE

Trust Deed

EDWARD L. BANKER and
MURIEL M. BANKER, his wife

TO

JOSEPH E. McWILLIAMS and
GLADYS B. McWILLIAMS,
his wife

McGowan & Karm
800 Waukegan Road
Glenview, Illinois 60025

GEORGE COFFEY COMPANY

END OF RECORDED DOCUMENT