

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 876 334

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT WITNESSETH, That Thomas Edward Donne and Margaret Melinda Donne, his wife
 (hereinafter called the Grantor), of the City of Chicago County of Cook
 and State of Illinois, for and in consideration of the sum of
Ten and no/100 (\$10.00) Dollars
 in hand paid, CONVEY AND WARRANT to Edward J. Puchalski, 6275 N. Northwest Hwy.,
 of the City of Chicago County of Cook and State of Illinois
 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 City
 of Chicago County of Cook and State of Illinois, to-wit:

See legal description Rider of Unit 2-N, 5477-79
 S. Hyde Park Blvd., Chicago, Illinois, attached
 hereto and by this reference made a part hereof.

Unit No. 2-N as delineated on survey of the following described parcel of real estate: The South 1/2 of Lot 5 and the North 37-1/2 feet of Lot 6 (except the East 8 feet of said premises taken for alley) in Block 1 in East End Subdivision of parts of Sections 12 and 13, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to Declaration made by Chicago Title and Trust Company, as Trustee under Trust No. 49993 and recorded in the office of the Recorder of Cook County, Illinois as Document No. 20086141, together with an undivided 17% interest in said parcel (excepting from said parcel the property and space comprising all the units thereof, as defined and set forth in said Declaration and said survey).

Subject to: Covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; party wall rights and agreements, if any; general taxes for the year 1973 and subsequent years; Condominium Declaration, Condominium Property Act, Urban Renewal Documents of record and Plat; and to Trust Deed dated July 16, 1974 and recorded July 26, 1974 as Document No. 22795846 made by Grantor to Chicago Title and Trust Company, a corporation of Illinois, to secure a note for \$10,000.00.

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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 Grantor IS justly indebted upon a certain \$11,000.00 principal promissory note bearing even date herewith, payable to the order of Edward J. Puchalski and Olga F. Puchalski, bearing interest at the rate of 8% per annum on the unpaid principal balance, and payable in consecutive monthly installments including principal and interest of \$105.12 on the 1st day of each and every month beginning September 1, 1974 to and including July 1, 1989 and a final installment of \$92.95 on the 1st day of August, 1989.

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 prior to the first day of June 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) that was 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 in 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 Mortgagees 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 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 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 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 seven 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, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decrees—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, and 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 heretofore 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 the said premises.

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 Olga E. Puchalski 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 this 1st day of August, 19 74.

This instrument prepared by: Robin Heiss
120 S. LaSalle Street
Chicago, Ill. 60603

X Thomas Edward Donne (SEAL)
Thomas Edward Donne
X Margaret Melinda Donne (SEAL)
Margaret Melinda Donne

Property of Cook County
MORTGAGE

22-876-334

1974 OCT 15 AM 11 15

OFFICE OF THE CLERK OF COOK COUNTY ILL. CH.

OCT-15-74 879331 • 22876334 • A Rec 6.00

STATE OF Illinois
COUNTY OF Cook

ss.

I, Celestine M. Harvey, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Thomas Edward Donne and Margaret Melinda Donne, 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

5th day of October, 19 74.



Celestine M. Harvey
Notary Public

6.00

22876334

PUT IN

BOX No. 902

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT