

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

23 532 617
H.I. #300710-1

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That _____
 SAM AMADO and ALLEGRA AMADO, his wife
 (hereinafter called the Grantor), of the Village of Skokie County of Cook
 and State of Illinois, for and in consideration of the sum of
 Ten and Other Good and Valuable Considerations -----Dollars
 in hand paid, CONVEY AND WARRANT to JOHN R. O'CONNELL, Trustee
 of the Village of Skokie 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 fol-
 lowing 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:

RIDER ATTACHED HERETO IS
 EXPRESSLY MADE A PART HEREOF

Hereby releasing and waiving all rights under and by virtue of the non estead 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 SAM AMADO and ALLEGRA AMADO, his wife
 justly indebted upon their principal promissory note bearing even date herewith, payable

to SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION the amount of
 One Thousand Three Hundred Sixty Three and 68/100 \$1,363.68)
 payable in Forty-Eight (48) monthly installments of \$28.41 each,
 commencing on the 20th day of July, 1976.

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) to cause 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 interests may appear, and such 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 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 file 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, charges 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 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 Duane F. Ness 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 18th day of June, 1976

[Signature] (SEAL)
[Signature] (SEAL)

23 532 617

Office

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Unit No308 as delineated on survey of the following described parcel of real estate (herein referred to as "Parcel") Lot 28 and the West 39.5 feet of Lot 29 in subdivision of Lot 25 and the South 30.0 feet of Lot 18 in Owners Subdivision of the West 1/2 of Section 21, Township 41, North Range 13, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Michigan Avenue National Bank of Chicago, a national banking association, as trustee under trust agreement dated December 15, 1972, and known as Trust No. 2256, and not individually, recorded in the office of Recorder of Cook County, as Document No. 22321324; together with an undivided 2.79% interest in said Parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey.) Grantor also hereby grants to Grantee, 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 Grantor reserves to itself, its successors and assigns the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

23 532 617.

Cook County Clerk's Office

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RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1975 JUN 24 11 9 12

JUN 24 76 2 11 14 7 • 23532617 • A — Rec

11.15

STATE OF Illinois
COUNTY OF Cook

ss.

I, ROBERT J. REILAND, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

JOHN R. O'CONNELL, Trustee

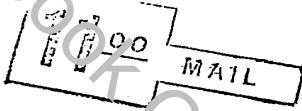
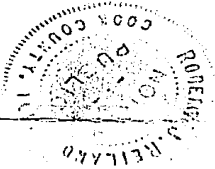
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 18th day of June, 1976

(Impress Seal Here)

Robert J. Reiland
Notary Public

Commission Expires 12-10-77



THIS INSTRUMENT WAS PREPARED BY

George E. Cole
EMPLOYEE OF
SKOKIE FED. SAVINGS & LOAN ASSOCIATION
4747 W. DEMPSTER ST., SKOKIE, ILL. 60076

23532617

BOX No.	SECOND MORTGAGE	Trust Deed					
			TO				

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT