

UNOFFICIAL COPY

23 825 422

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Arnold A. Mark and Lynne S. Mark

(hereinafter called the Grantor), of 1169 Thackeray Drive Palatine Illinois
(NUMBER AND STREET) (CITY) (STATE)

for and in consideration of the sum of TEN THOUSAND AND 00/100 ----- Dollars

in hand paid, CONVEY AND WARRANT to Lawrence Spade, Trustee
of 4802 North Western Ave. Chicago Illinois,
(NUMBER AND STREET) (CITY)

and to his successors, 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago Cook County of Cook and State of Illinois, to-wit:

Lot 1 in block 5 in Pepper Tree Farms Unit #1, being a subdivision in the west 1/4 of the northwest 1/4 of section 11, township 42 north, range 10, east of the third principal meridian recorded as per plat document #20484338 all in Cook County, Illinois.

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 Arnold A. Mark and Lynne S. Mark justly indebted upon One (1) promissory note bearing even date herewith, payable

to Commercial National Bank of Chicago in one payment of \$10,000 principal plus interest at 10% per annum. Principal and interest are due and payable April 2nd, 1977. This trust deed and principal not bear the identification # 30184.

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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 due date 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, or the restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be approved by the grantor, 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 premiums, 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 grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or charge or purchase any tax lien or lien 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 the maximum rate provided by law and 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, be immediately due and payable, and with interest thereon from time of such breach at the maximum rate provided by law and shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 grantor 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 shall 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 Robert C. Gallagher of said County is hereby appointed to 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, seal and seal of the Grantors, this 1st day of February, 1977.

Arnold A. Mark (SEAL)
Lynne S. Mark (SEAL)

Identification No. 30184

This is to certify that this is the Trust Deed described in note of even date.

By Lawrence Spade
Lawrence Spade TRUSTEE

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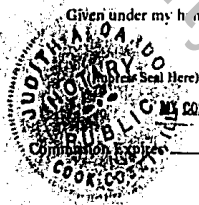
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STATE OF Illinois }
COUNTY OF Cook } SS.

I, Judith A. Cardo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arnold A. Mark and Lynne S. Mark

personally known to me to be the same person s 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 a 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 1st day of February, 1977.



COMMISSION EXPIRES 07/01/80

Judith A. Cardo
Notary Public



BOX NO. 490

SECOND MORTGAGE
Trust Deed

TO

END OF RECORDED DOCUMENT

23825422