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APR 10 66-16-386R

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 401 501

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MARILYN TEXTRUM, Unit 2-C, 1333 Maple Street,
Evanston, Illinois

(hereinafter called the Grantor), of _____ (No. and Street) _____ (City) _____ (State)

for and in consideration of the sum of Sixty Five Thousand and no/100 Dollars
in hand paid, CONVEY AND WARRANT to North Bank, an Illinois banking corporation
of 505 North Lake Shore Drive Chicago Illinois
(No. and Street) (City) (State)
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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City
of Evanston County of Cook and State of Illinois, to-wit:

11 00

Described in Exhibit "A" attached hereto and hereby made a
part hereof.

UNIT NUMBER 2-1-1, AS DELINEATED ON SURVEY OF LOT "A" OF THE PLAT OF
CONSOLIDATION OF THE NORTH 100 FEET (EXCEPT THE EAST 8 FEET TAKEN FOR
ALLEY) OF THE WEST 1/2 OF NORTH 41 IN EVANSTON, AND THE SOUTH 57 FEET
OF THE NORTH 157 FEET (EXCEPT THE EAST 8 FEET TAKEN FOR ALLEY) OF THE
WEST 1/2 OF BLOCK 41 IN EVANSTON ALL IN SECTION 18, TOWNSHIP 41 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED
AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY
MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE
UNDER TRUST AGREEMENT DATED 3-9-72 RECORDED IN THE OFFICE OF THE RECORDER
OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23413165, TOGETHER WITH
AN UNDIVIDED 3.737 PER CENT INTEREST IN SAID PARCEL ALL THE PROPERTY
AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN
SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS

24401501

Cook County Clerk's Office

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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, Marilyn Textrum and the Dining-In Linens, Inc. are justly indebted upon their principal promissory note bearing even date herewith, payable in favor of North Bank and maturing no later than the 1st day of Jan. 1983, and in the amount of \$65,000.00.

Mortgagor represents and warrants that this mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois and that the entire proceeds of the Note secured by this mortgage shall be used for business purposes as defined in paragraph 4(c) of Chapter 74 of the 1971 Illinois Revised Statutes.

This instrument is a Mortgage and not a Trust Deed and any language contained herein relating to a Trust or Trustee is mere surplusage.

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 when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after the destruction or damage to 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 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, which policies shall be left and remain with the said Mortgagees 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 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 with interest thereon from the date of payment at eight 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 or 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 eight 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 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.

The name of a record keeper is: Marilyn Textrum

Witness the hand and seal of the Grantor this 30th day of September, 19 77.

Marilyn Textrum (SEAL)
Marilyn Textrum (SEAL)

Gerald FitzGerald
Moses, Gibbons, Abraham & Fox
This instrument was prepared by One East Wacker Drive, 38th Flr., Chicago, Ill 60601
(NAME AND ADDRESS)

24 401 501

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marilyn Textrum

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 she signed, sealed and delivered the said instrument as her 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 30th day of September, 19 77.



Berglauer Scherrie
Notary Public

APR 13 12 59 PM '78

*24401501

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

*Give to Fitz Gerald
1111 N. Dearborn St. 2nd Fl.
Chicago, Ill. 60610
12-11-77
Box 296*

GEORGE E. COLE®
LEGAL FORMS

ND OF RECORDED DOCUMENT