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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24425697

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Thomas H. Cramer and Susan C. Cramer, his wife

(hereinafter called the Grantor), of 1302 Davis Street Evanston, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of _____ Dollars
in hand paid, CONVEY AND WARRANTS to State National Bank
of 1603 Orrington Avenue, Evanston, 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 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 Evanston County of Cook and State of Illinois, to-wit:

Unit No. 4 in the Davis-Asbury Condominium as delineated on survey of: That part of Lots 1 & 2 in Block 59 in Evanston described as follows: Commencing on the East line of Lot 1 at the North West corner thereof: Thence South 132 feet; thence West 17 feet; thence South 38 feet; thence East 83 feet; thence North 170 feet to the point of beginning, also Lot 1 in Mrs. Hickling's Subdivision of the West 4 feet of the North 132 feet of Lot 1 in Block 59 of the Village of Evanston and the East 1/2 of Lot 2 in Block 59 aforesaid (except the East 13 feet of the South 83 feet and the West 12 feet of the East 25 feet of the South 45 feet of the same) in Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, (except the North 107 feet of the West 35 feet) in Cook County, Illinois, (hereinafter referred to as parcel) which survey is attached as Exhibit "C" to Declaration of Condominium made by American National Bank & Trust Company, as Trustee under Trust Agreement dated September 1, 1975 and known as Trust No. 91178 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 23260925, together with an undivided 17.5 per cent interest in said parcel (excepting from said parcel all property and space comprising all the units thereof as defined and set forth in said Declaration and survey) in Cook County, Illinois.

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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, S. Thomas H. Cramer and Susan C. Cramer, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

to State National Bank in the amount of \$18,468.24 to be repaid in 84 monthly installments of \$219.86 each beginning on the 15th day of May, 1978 and every month thereafter until the final monthly installment is paid on the 15th day of April, 1985

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 destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 interest 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 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 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 on 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, costs 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 recorder owner is:

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 10th day of April, 1978.

S. Thomas H. Cramer (SEAL)
Susan C. Cramer (SEAL)

THIS INSTRUMENT PREPARED BY
This instrument was prepared by STATE NATIONAL BANK, EVANSTON, ILL. (NAME AND ADDRESS) *M. Shea*

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Property of Commercial Mortgage Office

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1978 MAY 1 PM 2 18

STATE OF Illinois RECORDS & CLERK OF DEEDS
COUNTY OF Cook ss. REGISTER *George E. Cole*
MAY-1 -78 54006 24425697 A -- REC 10.00

I, Jane Austin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas H. Cramer and Susan C. Cramer, 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 10th day of April, 19 78.



Jane R. Austin
Notary Public



BOX No. 805
SECOND MORTGAGE
Trust Deed
Thomas H. Cramer and Susan
C. Cramer, his wife
TO
State National Bank
1603 Orrington Avenue
Evanston, Illinois 60204

24425697

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT