

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

24436861

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Gloria M. Lorek, a femme sole
#3111, 300 North State Street
(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 Dollars
and paid, CONVEYS AND WARRANT to _____
of the City of Chicago County of Cook and State of Illinois
and their 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 every thing 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:

Parcel 1:

Unit No. 3111, as delineated on survey of Lot 1 and Lot 2 of Harper's Resubdivision of part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian and of a part of Block 1 in Kinzie's Addition to Chicago, being a Subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with parts of certain vacated streets and alleys lying within and adjoining said Blocks, situated in the City of Chicago, Cook County, Illinois which surveys are attached as Exhibit A to Declaration of Condominium Ownership made by Marina City Corporation, a corporation of Illinois and recorded in the Office of the Recorder of Deeds for Cook County, Illinois

as document No. 24238692, together with an undivided .00116 interest in the Property described in said Declaration of Condominium Ownership (excepting from said Property all the property and space comprising all the Units thereof as defined and set forth in said Declaration of Condominium Ownership and surveys) situated in Cook County, Illinois, commonly known as Unit No. 3111, 300 North State Street, Chicago, Illinois 60610.

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in Declaration of Condominium Ownership aforesaid recorded December 15, 1977 as document 24238692 and as created by Deed from Marina City Corporation, a corporation of Illinois, to Gloria M. Lorek***** recorded April 12, 1978 as document 24399762 for access, ingress and egress in, over, upon, across and through the Common Elements as defined therein.

Parcel 3:

Easements appurtenant to and for the benefit of Parcel 1 aforesaid as created in Grants and Reservation of Easements recorded December 15, 1977 as document 24238691 and set forth in Deed from Marina City Corporation a corporation of Illinois, to Gloria M. Lorek***** recorded April 12, 1978 as document 24399762 in, over, upon, across and through lobbies, hallways, driveways, passageways, stairs, corridors, elevators and elevator shafts located upon those parts of Lots 3 and 4 in Harper's Resubdivision aforesaid designated as 'Exclusive Easement Areas' and 'Common Easement Areas' for ingress and egress and also in and to structural members, footings, braces, caissons, foundations, columns and building cores situated on Lots 3 and 4 aforesaid for support of all structures and improvements, in Cook County, Illinois

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As per attachment hereto.

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 Gloria Lorak is her principal promissory note bearing even date herewith, payable

to City Office Supply Corporation, an Illinois corporation, dated May 1, 1978, in the principal sum of \$10,000 bearing interest as 9 1/2% per annum payable in monthly installments over five years.

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 property taxes on 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 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 said mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein or 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.

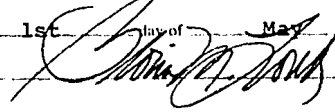
IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and if 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 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 herof 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 _____ 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 1st day of May 1978.



(SEAL)
(SEAL)

24436661

Property of Cook County Clerk

STATE OF Illinois RECORDED 1978 MAY 8 PM 2 36
COUNTY OF Cook COOK COUNTY CLERK'S OFFICE

MAY--8-78 59668 24436861 A -- REC 11.15

I, John M. Janewicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Blouie M. Goude a femme veuve 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 1 day of May, 1978.

(Impress Seal Here)

John M. Janewicz
Notary Public

Commission Expires Oct 5 1981

PREPARED BY JOHN M. JANEWICZ



24436861

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



mail ↓
EPTON & DRUTH LTD. (JMI)
69 WEST WASHINGTON
CHICAGO, ILLINOIS 60602

GEORGE E. COLE
LEGAL FORMS