

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That 1432 Morse Avenue Corporation **24477373**  
c/o Marvin Hayman, 8001 Lockwood, Skokie, Illinois 60077  
 (hereinafter called the Grantor), of the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_  
 and State of \_\_\_\_\_, for and in consideration of the sum of  
Fifteen thousand and no/100s Dollars  
 in hand paid, CONVEYS AND WARRANTS to Kirti Shah, Biren Shah and Ishwar Patel  
 of the \_\_\_\_\_ City of Chicago 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 \_\_\_\_\_ city  
 of Chicago County of Cook and State of Illinois, to-wit:

Lot 10 in M.D. Preston Subdivision of Blocks 4,8,9 and lot 1 in  
 Block 7 in Partition of the East 1/2 of the north west 1/4 and the  
 north east fractional 1/4 of Section 32, Township 41 North, Range 14 east  
 of the Third Principal Meridian in Cook County, Illinois  
 commonly known as 125 West Lunt, Chicago, Illinois

grantees' address: 1304 West Lunt Avenue, Apt. 201 Chicago, 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 1432 Morse Avenue Corporation  
 justly indebted upon its principal promissory note bearing even date herewith, payable

June 2, 1980, with interest on the principal amount at 9.5% from date hereof  
 and full prepayment privileges

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) 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 Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
 brances, 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 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 fore-  
 closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-  
 pleting 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 ac-  
 ceed 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 rights 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 with-  
 out 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 Thomas C. O'Brien 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 2d day of June, 1978.

This instrument prepared by 1432 MORSE AVENUE CORPORATION (SEAL)  
 BY: Marvin Hayman (SEAL)  
Marvin Hayman, pres.  
Thomas C. O'Brien  
Thomas C. O'Brien  
127 N. Dearborn  
Chicago, IL 60602  
263-1286  
Atty. for the Hayman, Sec.

24477373

# UNOFFICIAL COPY

1978 JUN 6 AM 10 37

RECORDS OF DEEDS  
COOK COUNTY ILLINOIS

PREPARED BY *Thomas C. O'Brien*

STATE OF Illinois

COUNTY OF Cook

ss.

JUN 6-78

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24477573

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10.15

I, THOMAS CARL O'BRIEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marvin Hayman

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.

Witness my hand and notarial seal this 2d day of June, 19 78.



*Thomas C. O'Brien*  
Notary Public



MAIL

24477573

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO



MAIL TO

NEW ADDRESS OF:  
LAW OFFICES OF THOMAS C. O'BRIEN  
127 N. DEARBORN ST.  
CHICAGO, ILLINOIS  
PH. 263-1286

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT