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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

24985426

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MARVIN W. MURRAY, divorced and not since re-married,

(hereinafter called the Grantor), of 1440 N. Lake Shore Drive, Chicago, Illinois (No. and Street) (City) (State)

for and in consideration of the sum of TWENTY-FIVE THOUSAND and NO/100 (\$25,000.00) Dollars in hand paid, CONVEY^S AND WARRANT^S to MARCEL REMETIER and FANNY ALTER REMETIER, C/O Arthur H. Evans, 180 N. LaSalle Street, 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 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 Chicago County of Cook and State of Illinois, to-wit:

See Exhibit A attached hereto and made a part hereof.

This instrument was prepared by: Arthur H. Evans
180 N. LaSalle Street
Suite 1506
Chicago, Illinois 60601

Hereby releasing and waiving all rights under a d^o virtue of the homestead exemption laws of the State of Illinois.

WHEREAS, The Grantor MARVIN W. MURRAY justly indebted to MARCEL REMETIER and FANNY ALTER REMETIER

in the principal sum of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, which indebtedness is evidenced by a note bearing even date herewith providing for quarterly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1984.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said note or ~~herein~~ 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 thirty 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 against fire, lightning, windstorm, hail, explosion, riot, civil commotion, rebellion, insurrection, terrorism, sabotage, nuclear energy, and other causes, with loss clause attached payable first, to the first mortgagee and second, to the insured herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or ~~insured~~ 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 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 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, costs 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 a 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 ~~second~~ mortgage the court in which such complaint is filed, may at once 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 owner is: MARVIN W. MURRAY

Witness the hand and seal of the Grantor, this 1st day of June, 19 79.

Marvin W. Murray (SEAL)
MARVIN W. MURRAY (SEAL)

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Exhibit "A"

Unit Number 32-E as delineated on survey plat of Lot 14 (except the South 5 feet thereof) and all of Lots 15, 16, 17, 18 and 19 and the South 20 feet of Lot 20 in Potter Palmer's Resubdivision of Lots 1 to 22, inclusive, in Block 4 of Catholic Bishop of Chicago's Lake Shore Drive Addition to Chicago, being a Subdivision of the North 18.83 chains of fractional Section 3 Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (called "Parcel"), which Survey plat is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a national banking association, not personally, but as Trustee, under Trust Number 29440, and recorded in the Office of the Recorder of Cook County, Illinois, as Document 21,361,283, and Amendment to said Declaration recorded as document 21,531,776 and re-recorded as document 21,981,042, together with an undivided .52% interest in said Parcel (excepting from said Parcel all the property and space comprising all of the Units thereof as defined as set forth in said Declaration of Condominium and Amendment to said Declaration and Survey plats).

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Office of Cook County Clerk's Office

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1979 JUN 1 PM 3 44

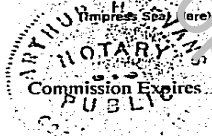
STATE OF ILLINOIS
COUNTY OF COOK

ss.

I, ARTHUR H. EVANS, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY that MARVIN W. MURRAY, divorced and not since remarried

personally known to me to be the same person whose name _____ 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.

Given under my hand and notarial seal this 1st day of June 1979

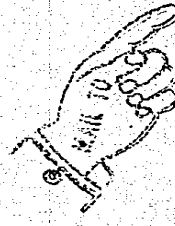


Arthur H. Evans
Notary Public

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____



ARTHUR H. EVANS
ATTORNEY AT LAW
180 N. LaSalle St. - Suite 1506
Chicago, Illinois 60601
(312) 782-1850

GEORGE T. COLE
LEGAL FORMS

24980423

END OF RECORDED DOCUMENT