

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

24 312 461

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That JEFFRY V. MALLOW and ADAR ROSSMAN MALLOW, who are married to each other,

(hereinafter called the Grantor), of 1321-23 West Albion, Chicago, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid, CONVEY AND WARRANT to LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit Corporation, 6525 North Sheridan Road, 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 Rider attached and page a part hereof.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor JEFFRY V. MALLOW and ADAR ROSSMAN MALLOW justly indebted upon a principal promissory note bearing even date herewith, payable in the principal amount of \$8,000.00 payable in installments as follows: \$206.37 on the 30th day of March, 1978 and \$206.37 on the 30th day of each April, May, September, October, November, December, January, February and March thereafter, to and including the 1st day of January, 1983, with a final payment of the balance due on the 1st day of February, 1983, with interest on the principal balance from time to time unpaid at the rate of six per cent per annum included in the above installments. The legal holder may treat as a breach of covenant of this trust deed Grantors' failure to use the premises as their principal residence or Grantor or Grantors' termination of employment at Loyola University.

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 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 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 secondly 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 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 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 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 the 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 hands and seals of the Grantors, this 17<sup>th</sup> day of January, 1978

Prepared by:

Leon S. Conlon  
820 N. Michigan  
Chicago, Illinois  
60611

Jeffrey V. Mallow (SEAL)  
Adar Rossman Mallow (SEAL)  
ADAR ROSSMAN MALLOW



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## RIDER

This Legal Description is a Rider to and a part of the Second Mortgage dated January 19, 1978 and pertaining to the property commonly known as 1321-23 West Albion, Chicago, Illinois.

Unit 1 West as delineated on survey of the following described parcel of real estate:

Lot 4 (except the East 40 feet) and all of Lot 5 in Block 7 of Northshore Boulevard subdivision of the East 1/2 of the Southwest 1/4 (except the South 30 acres) of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which survey is attached as Exhibit "A" to declaration of condominium made by Devon Bank, a corporation of Illinois, as Trustee under Trust Agreement dated the 1st day of August, 1977 and known as Trust Number 3054, recorded in the Office of the Recorder of Cook County, Illinois on the 16th day of December, 1977 as Document Number 24240180.

Together with an undivided 16.67 percentage interest in said parcel excepting from said parcel all the property and space comprising the units thereof as defined and set forth in said declaration and survey.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as right and easements appurtenant to the above-described real estate the rights and easements for the benefit of said property set forth in the aforementioned declaration.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

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Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, LEON S. CONLON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFFRY V. MALLOW and ADAR ROSSMAN MALLOW

personally known to me to be the same person\_s whose name\_s 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 waiver of the right of home sale.

Given under my hand and notarial seal this 19<sup>th</sup> day of January

(Impress Seal Here)

*[Signature]*  
Notary Public

Commission Expires November 23, 1980.

REC'D FEB 05 1978  
COOK COUNTY CLERK'S OFFICE

REC'D FEB 05 1978  
*[Signature]*

FEB-3 -78 03768 24312461 11:15

BOX No.	SECOND MORTGAGE	TO	11 00 MAIL
	Trust Deed		

GEORGE E. COLE  
LEGAL FORMS

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END OF RECORDED DOCUMENT