

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE*
LEGAL FORMS

25556706

THIS INSTRUMENT, WITNESSETH, That Gerard R. Weis and Rya A. Virtanen-Weis, his wife

(hereinafter called the Grantor), of the City of Deerfield County of Lake and State of Ill. for and in consideration of the sum of THIRTY-SEVEN THOUSAND, SEVEN HUNDRED EIGHTY-NINE AND 20/100 Dollars in hand paid, CONVEY AND WARRANT to Joseph R. Berube of the Village of Northbrook 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 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:

Unit No. 3902 in Park Tower Condominium as delineated on Plat of Survey of the following described parcel of real estate:

That part of the East fractional half of the Northeast $\frac{1}{4}$ of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, as established by decree entered July 6, 1908 in Case 285574 Circuit Court as shown on Plat recorded July 9, 1908 as Document Number 4229498 and South of a line that is drawn at right angles to the East line of Sheridan Road, through a point in said East line that is 1,090 feet South of the North line of said East fractional half of the Northeast $\frac{1}{4}$ and North of the following described line: Beginning at a point in said East line of Sheridan Road, that is 1,406.50 feet South of the said North line of the East fractional half of the Northeast $\frac{1}{4}$; thence East at right angles to the said East line 208.08 feet; thence North at right angles to the last course, 60 feet; thence East at right angles to the last course, 88.01 feet to the said West boundary of Lincoln Park (except the West 47 feet of said East fractional half of the Northeast $\frac{1}{4}$ condemned as part of Sheridan Road) all of the above situated in Cook County, Illinois, which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by American National Bank and Trust Company of Chicago not personally but as Trustee under Trust Agreement dated August 17, 1971 and known as Trust Number 27802 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 24874678 together with its undivided percent interest in the common elements.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights 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.

Under attached Exhibit D
expressly made a part

Plat attached hereto is
expressly made a part hereof

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Property of Cook County

MORTGAGE

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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 Gerard R. Weis and Rya A. Virtanen-Weis, his wife justly indebted upon \$37,789.20 principal promissory note bearing even date herewith, payable in 180 consecutive monthly installments of \$209.24 each.

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) the 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 to be selected by 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, 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 incumbrances, and the interest thereon, at the time or times when the same shall be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, 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 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 hereon.

IN THE EVENT of a breach of any of the aforesaid covenants and 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 and 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, profits and profits of the said premises.

IN THE EVENT of the death of removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Chicago Title and Trust Co. 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 grantor 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 19th day of August, 1980.

Gerard R. Weis (SEAL)
Rya A. Virtanen-Weis (SEAL)

THIS INSTRUMENT WAS PREPARED BY
JENNIE A. MAHER
1210 CENTRAL AVENUE
WILMETTE, ILLINOIS

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STATE OF Illinois

COUNTY OF Cook

AUG 22 AM 9 42

I, Rachel McCandlish Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerard R. Weis and Rya A. Virtanen-Weis

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 21 day of August

(Impress Seal Here)

Rachel McCandlish
Notary Public
Seal: RACHEL MCCANDLISH, COOK COUNTY, ILLINOIS, NOTARY PUBLIC, 1980

Commission Expires Jan 16, 1983

11.00 E

BOX No.

SECOND MORTGAGE
Trust Deed

Gerard R. Weis and

Rya A. Virtanen-Weis
TO

First Federal Savings and Loan

Association of Wilmette

First Federal Savings & Loan
Association of Wilmette
1210 Central Avenue
Wilmette, Ill. 60091

Loan #9040023-76

GEORGE E. COLE
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END OF RECORDED DOCUMENT