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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Rudolph A. Cortez, a bachelor
 (hereinafter called the Grantor), of the City of Chicago County of COOK
 and State of _____, for and in consideration of the sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED
FORTY-ONE AND 28/100-----Dollars
 in hand paid, CONVEY AND WARRANT to Joseph R. Berube
 of the Village o 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 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:

Rider attached to this document expressly made a part hereof.

Rider attached hereto is expressly made a part hereof.

Rider attached hereto is expressly made a part hereof.

Unit No. 510 in 5445 Edgewater Plaza as delineated on Plat of Survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

The South 31 feet of the North 875 feet of the West 131.96 feet; and that part lying South of the said North 875 feet of the East fractional half of the Northeast 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, (all as measured parallel with the West and North lines of said East fractional half of the Northeast 1/4) and lying North of a line that is drawn at right angles to the east line of Sheridan Road, thru a point in said East line that is 1,090 feet South of the said North line of East Fractional half of the Northeast 1/4; all of the above lying West of the West boundary line of Lincoln Park as established by decree entered July 1, 1908, in case number 285574 Circuit Court, as shown on Plat recorded July 9, 1908, as Document Number 4229493 (except therefrom the West 47 feet thereof heretofore condemned as part of Sheridan Road) in Cook County, Illinois,

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which Plat of Survey is attached as Exhibit C to Declaration of Condominium made by American National Bank and Trust Company, a National Banking Association, as Trustee under Trust Agreement dated August 25, 1969 and known as Trust No. 27801, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24267313, together with an undivided 19.260 percent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Plat of Survey).

Mortgagor(s) also hereby grant(s) 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.

Property of Cook County Recorder of Deeds Office

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Property of Cook County Clerk

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 Rudolph A. Cortez, a bachelor justly indebted upon 25,841.28 principal promissory note bearing even date herewith, payable

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 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 interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, 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 accrued 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, in 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 days for documentary evidence, stenographer's charges, cost of printing the closing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor. All such expenses and disbursements, occasioned by any suit proceeding wherein the grantee or any holder of any part of said indebtedness, 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 proceedings, 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 in 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 COOK County of the grantee, or of his resignation, refusal or failure to act, the 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 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 27th day of August, 19 80

Rudolph A. Cortez (SEAL)
Rudolph A. Cortez

THIS INSTRUMENT WAS PREPARED BY
JEROME A. MAHER
1210 CENTRAL AVENUE
WILMETTE, ILLINOIS (SEAL)

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STATE OF Illinois) SEP 12 PM 12 09
COUNTY OF Cook)

I, Rachel McCard Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rudolph A. Cortez, a bachelor

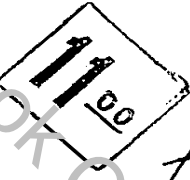
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.


Given under my hand and notarial seal this 11th day of Sept, 1980

(Impress Seal Here)

Rachel McCard
Notary Public

Commission Expires Jan. 16, 1983



BOX No.	SECOND MORTGAGE Trust Deed	Rudolph A. Cortez	 TO	First Federal Savings & Loan Association of Wilmette 1210 Central Avenue Wilmette, Ill. 60091	GEORGE E. COLE® LEGAL FORMS
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