

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

25644137

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Calixte Marcelin and Antonine Marcelin, his wife

(hereinafter called the Grantor), of the City of Evanston County of Cook
and State of Illinois, for and in consideration of the sum of THREE THOUSAND, SEVEN HUNDRED AND
FORTY-FOUR AND NO/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 Evanston County of Cook and State of Illinois, to-wit:

PARCEL 1:

That part of lot 3 lying West of a line drawn from a point on the South line of said Lot 3, 12 feet 1 1/2 inches East of the South West corner of said Lot 3 to a point on the North line of said Lot 3, 7 feet 9 3/4 inches East of the North West Corner of said Lot 3; together with that part of lot 4 lying East of a line drawn from a point on the South line of said lot 4, 12 feet 8 1/2 inches West of the South East corner of said lot 4, to a point on the North line of said lot 4, 17 feet 1/2 inch West of the North East corner of said lot 4; in C. C. O'Malley's Dempster Street Subdivision a resubdivision of Block 8 North Fowler and McDaniel's subdivision of the south west 1/4 of the South West 1/4 of Section 13, Township 43 North, Range 13 East of the Third Principal Meridian together with vacated alley in said Block 8 in Cook County, Illinois.

PARCEL 2:

Easements as set forth in the Declaration of easements party walls and restrictive Covenants, made by Stacey construction company, *Inc. dated March 17, 1959 and recorded Construction Company *Inc., a corporation of Illinois, to Urban Federal Savings and Loan Association, a corporation of the United States, dated June 12, 1959 and recorded June 18, 1959 as Document 17573744 and as created by Deed from Stacey Construction Company, *Inc., a corporation of Illinois, to Calixte Marcelin and Antonine Marcelin dated January 9, 1978 and recorded February 10, 1978 as Document 24521378 for the benefit of Parcel 1 aforesaid for ingress and egress over and across the East 2 feet of the South 27 feet 1/2 inches (as measured on the East line thereof) of that part of that part of Lot 4 lying West of a line drawn for a point on the South line of said lot, 12 feet 8 1/2 inches West of the South East corner of said lot, to a point on the North line of said lot, 17 feet 1/2 inches West of the North East corner of said lot (except part lying West of a line drawn from a point on the South line of said Lot, 18 feet 9 1/2 inches East of the South West corner of said lot, to a point on the North line of said lot, 14 feet 5 1/2 inches East of the North West corner of said lot) in C. C. O'Malleys Dempster Street subdivision aforesaid, all in Cook County, Illinois.

Other attached figures is
largely made a part hereof.

Other attached figures is
expressly made a part hereof.

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Property of Cook County Clerk's Office
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 Calixte Marcelin and Antonine Marcelin, his wife justly indebted upon \$3,744.00 principal promissory note bearing even date herewith, payable in 36 consecutive monthly installments of \$104.00 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) 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 prior incumbrances 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 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 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 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 & Trust 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 3rd day of October, 19 80

X Calixte Marcelin (SEAL)
Calixte Marcelin
X Antonine Marcelin (SEAL)
Antonine Marcelin

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

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

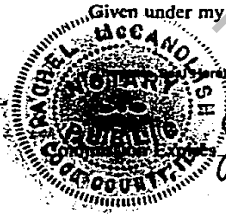
1980 OCT 29 AM 11 36

I, Rachel McCandlish, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Calixte Marcelin and Antonine Marcelin, his wife

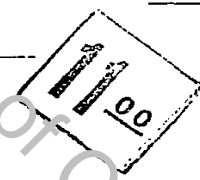
11.00

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 release and waiver of the right of homestead.

Given under my hand and notarial seal this 27 day of October, 1980



Rachel McCandlish
Notary Public



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

2564137

BOX No.

**SECOND MORTGAGE
Trust Deed**

Calixte Marcelin and

Antonine Marcelin

TO

First Federal Savings and Loan

Association of Wilmette

Loan #9040048-76

Mail

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

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT