

UNOFFICIAL COPY

25743863

Exoneration provision restricting any liability of Harris Trust and Savings Bank, attached hereto, is hereby expressly made a part hereof.

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202

THIS INDENTURE, WITNESSETH, That the Grantors, Harris Trust and Savings Bank, as Trustee, U/T/A dtd. January 2, 1974, and K/A Trust #35151, and not personally. of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Twenty-eight thousand five hundred sixty-eight & 40/100 Dollars in hand paid, CONVEY _____ to Roger H. Eckhart

of the City of Morton Grove, County of Cook and State of Illinois as trustee, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein and 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:

Lot 2, except the North 24 feet thereof and the North Half of Lot 3, in Block 38, in the City of Evanston, in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 Grantors are justly indebted upon the principal promissory note bearing even date herewith, payable

To: Chicago Federal Savings and Loan Association
100 North State Street
Chicago, Illinois 60602

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said 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, 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 grantors agree to repay immediately without demand, at 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 by both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof—including reasonable solicitor'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 grantors; 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 grantors. 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, 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, then Henry R. Thiemann 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 a reasonable charges.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO ALL conditions so stated on the Collateral Installment Note, dated December 15, 1980, which is held by Chicago Federal Savings and Loan Association, 100 North State Street, Chicago, Illinois 60602.

Witness the hands and seals of the grantors this 22nd day of December, 1980
This instrument was prepared by: Bernadette Dyrda
100 North State Street
Chicago, Illinois 60602
HARRIS TRUST AND SAVINGS BANK as trustee under its (SEAL)
Trust No. 35151 and its individual (SEAL)
By [Signature] Vice Pres.
Attest [Signature] Assistant Secretary

See Rider attached hereto and file

Info and made a part hereof
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100-121-3

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THIS TRUST DEED is executed by the Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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See Refer attached hereto plus personal

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RECORDED

STATE OF Illinois

JAN 20 1981

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11.00

COUNTY OF Cook

I, LAURA L. MURPHY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J. PERNER and KENNETH E. PIKUT

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 22nd day of December, 1980



Laura L. Murphy
Notary Public

My Commission Expires on October 10, 1983



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SECOND MORTGAGE

Trust Deed

From Harris Trust & Savings Bank

TO

Chicago Federal Savings & Loan Assn.

100 N. State St. - Chicago, Illinois 60602

CHICAGO FEDERAL SAVINGS
100 NORTH STATE ST.
CHICAGO, ILLINOIS 60602
BOX 425

RECORDED FOR COOK COUNTY CLERK'S OFFICE, CHICAGO, ILL.

END OF RECORDED DOCUMENT