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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202

25908181

Loan No. 442

ED E COLE & CO CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor

JOHN J. BALESTER, a Bachelor

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of TEN THOUSAND AND NO/100ths Dollars

in hand paid, CONVEY AND WARRANT to JOHN F. ROSCH, Trustee

of the Village of Glen Ellyn County of DuPage 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, 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 1 East as described on the Survey of the following described Parcel:

Lots 10 and 11 in Block 3 in Kimball Young's Subdivision of the North 10 Acres of the East Half of the North West quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois: which survey is attached as Exhibit "A" to and made a part of the Declaration of Condominium Ownership made by Commercial National Bank of Chicago, as Trustee under Trust Agreement dated November 15, 1977 and known as Trust Number 66, recorded in the office of the Recorder of Deeds of Cook County, Illinois, on November 17, 1978 as Document Number 24723148 together with an undivided 10.8 per cent interest in the common elements as described in the said Declaration (excepting all units as defined and set forth in said Declaration and Survey). **

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 JOHN J. BALESTER, a Bachelor

justly indebted upon his said principal promissory note bearing even date herewith, payable in ninety-six (96) equal monthly installments of \$175.22 per month, the first payment being due July 15, 1981 and monthly thereafter until such amount is fully repaid.

The GRANTOR... 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 15th 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 compliance 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; their interests may appear, which policies shall be lict and remain with the said mortgagee or Trustee 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 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 charge, and the same with interest thereon from the date of payment at ten 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, with interest thereon, 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 become due in express terms.

IT IS AGREED by the grantor... that all costs and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, out-of-pocket documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure proceedings—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 the 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 charge on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether a writ 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 grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of any bill to enforce the Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said 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, removal or absence from said DuPage County of the grantee, or of his refusal or failure to act, then Kathleen Kemp 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 sixth day of June A. D. 19 81

John J. Balester (SEAL)
JOHN J. BALESTER (SEAL)

_____ (SEAL)

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1981 JUN 17 AM 11 05

State of Illinois

County of DuPage

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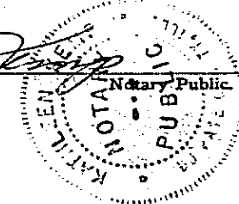
I, the undersigned JUN-17-81 4 7 3 2 3 6 8 2 5 9 0 8 1 8 1 10.00

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
JOHN J. BALESTER, 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 sixth
day of June A. D. 1981

Kathleen F. ...
Notary Public



Property of Cook County Clerk's Office

Box No.
SECOND MORTGAGE
Trust Deed

JOHN J. BALESTER, a Bachelor

TO

JOHN F. ROSCH, TRUSTEE

THIS DOCUMENT WAS PREPARED BY:
John F. Rosch, Attorney
444 Main Street
Glen Ellyn, IL 60137

MAIL TO:
GLEN ELLYN SAVINGS AND LOAN ASSN.
444 Main Street
Glen Ellyn, IL 60137

HIP 442

GEORGE COLE & COMPANY

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END OF RECORDED DOCUMENT