

25966118

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

11.00

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE WITNESSETH, That Kevin D. Clarke and Karen A. Clarke his wife

(hereinafter called the Grantor), of the City of Chicago County of Cook
and State of Illinois, for and in consideration of the sum of TWENTY-NINE THOUSAND FORTY 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 Chicago County of Cook and State of Illinois, to-wit:

921497 SKOKIE

100% 100% 100%
of Original Property

Unit No. 1802 as delineated upon Survey of:

Parcel 1

Lot 2, the South 50 1/2 feet of Lot 3, the East 74 feet of Lot 3 (except the South 50 1/2 feet thereof) and the East 74 feet of Lots 4 and 5 (except that part of Lot 5 falling in Eugenie Street) all in Gale's North Addition to Chicago, a subdivision of the South West quarter of the South East quarter of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois; also:

Parcel 2

Lot 1 and 2 and that part of Lot 3 falling within the North 113.62 feet of Original Lot 1 in Wood and Other Subdivision of said Original Lot 1 in Gale's North Addition to Chicago aforesaid; also:

Parcel 3

Lots 1 to 9, both inclusive, (except that part lying between the West line of North LaSalle Street and a line drawn through the South West corner of Eugenie Street and North LaSalle Street and through a point on the South line of Lot 10, 14 feet West of the West line of North LaSalle Street), all in Block "B" in the County Clerk's Division of portions of unsubdivided land lying between the East line of Gale's North Addition to Chicago aforesaid and the West line of North Clark Street, all in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Amalgamated Trust & Savings Bank, as Trustee, under Trust Agreement dated March 31, 1978 and known as Trust No. 1660 recorded with the Recorder of Deeds, Cook County, Illinois, as Document No. 24558738, together with an undivided 2715% interest in the property described in said Declaration of Condominium Ownership aforesaid (excepting the units as defined and set forth in said Declaration of Condominium and Survey).

Fider attached hereto is expressly made a part hereof.

25966118

UNOFFICIAL COPY

Property of Cook County

92

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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, Kevin D. Clark and Karen A. Clark, his wife justly indebted upon 29,040.00 principal promissory note bearing even date herewith, payable in 120 consecutive monthly installments of \$242.00 each.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1981 AUG 12 AM 10:45

Sidney M. Olson
RECORDER OF DEEDS
25966118

PROPERTY MORTGAGE

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 on 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 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 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 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 by 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, 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 Company of said County is hereby appointed to be the acting Recorder of Deeds of said County, 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 11 day of AUGUST, 1981

XX Kevin D. Clark (SEAL)
Kevin D. Clark
XX Karen A. Clarke (SEAL)
Karen A. Clark

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

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UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Rachel McCandlish, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin D. Clarke and Karen A. Clarke, his wife

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 11th day of August, 1981



Rachel McCandlish
Notary Public

8119982-2388118

Commission Expires Jan 16, 1983

BOX N. 533

SECOND MORTGAGE
Trust Deed

Mail to

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

Loan # 9041319-76

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WILMETTE
1210 CENTRAL AVENUE
WILMETTE, ILL. 60091

GEORGE E. COLE
LEGAL FORMS

52388118

END OF RECORDED DOCUMENT