

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

OFFICIAL BUSINESS
CITY OF EVANSTON
REED F. CARLSON

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Ian K. & Rebecca Williams

(hereinafter called the Grantor), of 857 Sherman Avenue Evanston Illinois

for and in consideration of the sum of THIRTEEN THOUSAND SIX HUNDRED FORTY-FIVE and 00/100 Dollars
in hand paid, CONVEYED AND WARRANTED The City of Evanston
of 2100 Ridge Avenue Evanston 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, Cook County of Cook State of Illinois, to-wit:

Lot 5 in Bayley's subdivision of Lots 7 and 8 in Block 1 in Adams & Brown's addition to Evanston in Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 857 Sherman Avenue Evanston, 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

WITNESSES The Grantor Ian K. & Rebecca Williams
justly indebted upon \$15,645.00 principal promissory note bearing even date herewith, payable

SEE ATTACHED NOTE FOR TERMS OF REPAYMENT

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, on and in said note or notes provided or according to any agreement extending time of payment; (2) to pay, when due in cash, taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to build 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, not 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 of Mortgage, 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 said 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.

IS 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 lien or title affecting said premises or pay all prior incumbrances, and the interest thereon, from time to time, and all moneys so paid, the Grantor agrees to repay immediately without demand, and the principal with interest thereon from the date of payment, at eight percent per annum shall be so much additional indebtedness secured hereon.

IS 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, become immediately due and payable, and with interest thereon from time of such breach at eight 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, on 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, 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 Grantor, and the fire expenses and disbursements, occasioned by any fire 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 the 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 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.

The name of a recorded owner is Ian K. & Rebecca Williams
IS THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to do, then N/A, at said County is hereby appointed to 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 Twenty-Fifth day of February 1980



Ian K. Williams (SEAL)
Rebecca Williams (SEAL)

This instrument was prepared by Reed F. Carlson, 2100 Ridge Avenue, Evanston, IL
(NAME AND ADDRESS)

25383019

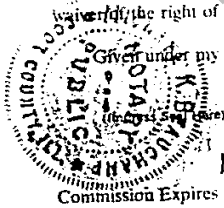
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1990 MAR 6 12 13 51

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Michael K. Beauchamp, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ian K. & Rebecca Williams

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 a 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 Twenty-Fifth day of February, 1990

Michael K. Beauchamp
Notary Public

My Commission Expires 1991
Commission Expires

NO CHARGE
WILL CALL

25353019

BOX No.
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT