

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

25394432

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor, Chicago Title & Trust Company,
not individually, but solely as Trustee under Trust Agreement
dated February 22, 1980 and known as Trust No. 1077011

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of, Eighty Eight Thousand Five Hundred Three Dollars
in hand paid, CONVEYS to Alan I. Boyer
of the City of Chicago County of Cook and State of State
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 appurtenances 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:

The North 37 1/2 feet of Lot 6 in Studabaker's Subdivision
of Sub-Lot 3 in Subdivision of Lot 4 and Sub-Lot 3 in Subdivision
of Lot 3 (lying West of land place) in Christian Kuhn's Sub-
division of out Lot 31 in Canal Trustees' Subdivision of
Section 33, Township 40 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 Grantor as Trustee as aforesaid,
justly indebted upon a collateral installment in the principal sum of
\$88,533.00 with interest at the rate of 24% per annum dated
February 26, 1980 payable in monthly installments in the amount
of \$2,133.34 with the final payment due of the unpaid principal
and interest on February 26, 1981.

The undersigned does hereby waive any and all rights of
redemption from sale under any or foreclosure under Chapter
77 Section 18-19(f), of the Illinois Revised Statutes.

THE GRANTOR, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 to demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to or restoration or improvement on said premises, to cause the same to be
repaired or reconstructed or to cause the same to be insured; (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 to all events
may occur, 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, here, 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 holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach,
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 complainant in connection with the foreclosure here-
of, 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 grantor, and the like expenses and disbursements, occasioned by any suit or pro-
ceeding 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 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, waive 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 foreclose this 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 and 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 Cook County of the grantee, or of his refusal or failure to act, then
Charles Kaplan
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 the trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to
the person named in the preceding his reasonable charges.

and seal of the grantor this 22nd day of February A. D. 1980
Chicago Title & Trust Company, (SEAL)
not individually but solely as
Trustee under Trust Agreement (SEAL)
dated February 22, 1980 and (SEAL)
known as Trust No. 1077011 (SEAL)

Alan I. Boyer
Assistant Vice-President

25394432

This document prepared by Alan I. Boyer, 221 N. LaSalle Street
Chicago, Illinois 60601

UNOFFICIAL COPY

TRUST

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This mortgage is executed by Chicago Title and Trust Company, 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Chicago Title and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any warranties, indemnities, undertakings, agreements or covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of
the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as such Assistant
Vice President and Assistant Secretary respectively, appeared before me this day in person
and acknowledged that they signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Company for the uses and purposes
therein set forth; and the said Assistant Secretary then and there acknowledged that said
Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate
seal of said Company to be affixed to said instrument as said Assistant Secretary's own
free and voluntary act and as the free and voluntary act of said Company for the uses and
purpose therein set forth.

Given under my hand and Notarial Seal

Date FEB 27 1980

CHICAGO
COUNTY
NOTARY PUBLIC
[Signature]
Notary Public

Form 1329

1980 MAR 18 AM 9 19

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25394432

11:03

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WALL CITY

WALL CITY

Box No. _____
SECOND MORTGAGE
Trust Deed

TO

CHICAGO TITLE AND TRUST COMPANY

25394432

END OF RECORDED DOCUMENT