

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25394434

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not individually but as Trustee under Trust No. 24381 dated October 10, 1978, (hereinafter called the Grantor), of 801 N. Clark, Chicago, Illinois (No and Street) (City) (State)

for and in consideration of the sum of Forty One Thousand Two Hundred Dollars in hand paid, CONVEYS ~~AS TRUSTEES~~ to Charles Kaplan 5801 North Lincoln Avenue, Chicago, Illinois (No and Street) (City) (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, 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:

Lot 24 in Block 2 in Rathbone and Chipman's Subdivision of that part of the North 1/2 of Block 9 lying South of the North 312 Feet thereof in the Canal Trustee's Subdivision of Section 33, Township 39 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, ~~WITNESSETH~~ The Grantor, The Cosmopolitan National Bank of Chicago, not individually but as Trustee, as aforesaid, justly indebted upon collateral instrument principal promissory note bearing even date herewith, payable

in monthly installments of \$1,100.00 commencing on April 12, 1980 with a final payment of the unpaid principal and interest on March 12, 1981.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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, secondly, to the Trustee hereon 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 Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight per cent per annum, shall be recoverable by foreclosure thereof, or by action at law, or both, the same as if all of said indebtedness had then matured, except 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 days for documentary evidence, stenographer's charges, costs 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 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 an application to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or 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 receiver when is: The Cosmopolitan National Bank of Chicago T/U/T 24381, Cook and Cook County of the grantee, or of his resignation, refusal or failure to act, then Alan I. Boyer 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 12th day of March 19 80

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not individually but as Trustee Under Trust No. 24381 dated October 10, 1978 221 North LaSalle Street

This instrument was prepared by Alan I. Boyer Chicago, IL 60601 (NAME AND ADDRESS)

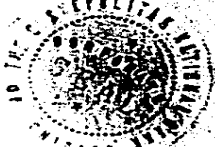
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THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by The Cosmopolitan National Bank of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, The Cosmopolitan National Bank of Chicago, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal notes contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, or any or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Cosmopolitan National Bank of Chicago, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

IN WITNESS WHEREOF, The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer-Assistant Cashier, the day and year first above written.



THE COSMOPOLITAN NATIONAL BANK OF CHICAGO  
As Trustee as aforesaid and not personally.

By *Wesley M. Daniels*  
Vice President

ATTEST *Earl M. Tucker*  
Assistant Trust Officer-Assistant Cashier

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STATE OF ILLINOIS) ss.  
COUNTY OF COOK )

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 Trust Officer-Assistant Cashier, of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer-Assistant Cashier 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth, and the said Assistant Trust Officer-Assistant Cashier then and there acknowledged that said Assistant Trust Officer-Assistant Cashier as custodian of the corporate seal of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, caused the corporate seal to be affixed to said instrument as said Assistant Trust Officer-Assistant Cashier's own free and voluntary act and as the free and voluntary act of said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12th day of March



*Earl M. Tucker*  
NOTARY PUBLIC

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Property of Cook County Clerk's Office

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BOX No.	SECOND MORTGAGE <b>Trust Deed</b>	25394134	25394134	MAR 18 2 66 PM '80	1980 MAR 18 AM 9 20	1000 WILL CALL	GEORGE E. COLE LEGAL FORMS
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END OF RECORDED DOCUMENT