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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

26532485

This Indenture, WITNESSETH, That the Grantor David Gillespie and Fozia Gillespie, his wife.

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

for and in consideration of the sum of Fifteen thousand dollars & no/100**** Dollars

in hand paid CONVEY AND WARRANT to Continental Illinois National Bank & Trust Co. whose principal address is 431 S. LaSalle St. Chicago, Cook County 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 Wilmette County of Cook and State of Illinois, to-wit:

Lot 9 in Block 7 in Greenleaf's Resubdivision of Blocks 29 to 34 inclusive in Wilmette village, Section 28, Township 42 North, Range 13, 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 David Gillespie and Fozia Gillespie, his wife justly indebted upon ONE principal promissory note bearing even date herewith, payable

26532485

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in... 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 as dependent 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 hereafter 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 clauses attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as if it were a co-mortgagee, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior liens, mortgages, and the interest thereon, at the time or times when the same shall become due and payable.

IN WITNESS WHEREOF, the Grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, 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, connected 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 proceedings, whether decree of sale shall have been entered or not, shall not be dissolved, 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 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... County of the grantor, or of his refusal or failure to act, then... of said County is hereby appointed to be first successor in this trust; and if for any time some 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 19th day of February A. D. 1983. David Gillespie (SEAL), Fozia Gillespie (SEAL), Fozia Gillespie (SEAL)

This instrument prepared by: Joseph Pochopin, 231 S. LaSalle, Chicago, Illinois 60693

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RECEIVED IN BANK COUNTY

1983 MAR 11 AM 9 08

State of Illinois

County of Cook

I, Gladys Metrick

a Notary Public in and for said County, in the State of Illinois, do hereby certify that 10.00
David Gillespie and Fozia Gillespie, his wife

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Gave under my hand and Notarial Seal, this 11th day of March A. D. 1983

Gladys Metrick
Notary Public
10-28-86



Property of Cook County Clerk's Office

Box No. _____
SECOND MORTGAGE
Trust Deed

TO



Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle
Chicago, Illinois 60663

FELPA ORTIZ
PERSONAL BANKING
231 BLDG. 1st FLR.

26532185

END OF RECORDED DOCUMENT