

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26548941

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Leslie E. Clarke and Lucille Khan Clarke,
his wife
(hereinafter called the Grantor), of 3200 N. Lakeshore Drive Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Four Thousand & No/100----- Dollars
in hand paid, CONVEY AND WARRANT to DEMPSTER PLAZA STATE BANK
of 8720 Dempster Street Niles Illinois
(No. and Street) (City) (State)

and to his successor 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:

(SEE LEGAL DESCRIPTION ATTACHED)

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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 Leslie E. Clarke & Lucille Khan Clarke, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable

-----in 5 monthly installments of \$700.51 each or more, and a final installment of \$700.51 beginning on April 15, 1983 and continuing on the same day of each successive month thereafter until the note is paid in full.-----

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay within due time 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 secondly to the Trustee herein 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 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 hereby.

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 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, 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 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 claims 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 record owner is: Leslie E. Clarke & Lucille Khan Clarke, his wife
IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation,

refusal or failure to act, then DEMPSTER PLAZA STATE BANK 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 28th day of February, 1983



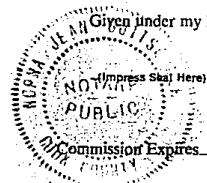
X Leslie E. Clarke (SEAL)
X Lucille Khan Clarke (SEAL)
Lucille Khan Clarke

This instrument was prepared by Dempster Plaza State Bank-8720 Dempster St.-Niles, Ill.
(NAME AND ADDRESS)

STATE OF Illinois }
COUNTY OF Cook } ss.

Norma Jean Gottschalk, a Notary Public in and for said County, in the State of said, DO HEREBY CERTIFY that Lelsie E. Clarke and Lucille Khan 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 28th day of February, 1983.

Norma Jean Gottschalk
Notary Public

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BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



GEORGE E. COLE®
LEGAL FORMS

EXHIBIT 'A'

Attached hereto and made a part of Warranty Deed dated September 15, 1980 between Richard Glabman and Miriam Glabman and Leslie E. Clarke and Lucille M. Khan.

Parcel 1:

Lot No. 1507 as delineated on survey of the following described Parcel of real estate (hereinafter referred to as 'Parcel 1'); Part of original Lots 27 and 28 in Pine Grove, a subdivision of fractional Section 21, Township 40 North, Range 14 East of the Third Principal Meridian bounded and described as follows, to wit: Beginning at a point in the South line of Melrose Street 148 feet 6 1/2 inches West of the intersection of the South line of Melrose Street and the West line of Sheridan Road; thence South 101 feet 6 1/2 inches along a line parallel with the West line of Lot 27 in Pine Grove aforesaid and 1098 feet 7 1/2 inches East of the East line of Evanston Avenue; thence East 9 feet more or less to a point 139 feet 7 inches West of and parallel to the West line of Sheridan Road; thence South on said line to a point in the North line of Belmont Avenue (being a line 33 feet North of the South line of original Lot 28 in Pine Grove) 139 feet 7 inches West of the West line of Sheridan Road 331 feet 1 inch to the South line of Melrose Street; thence West along the South line of Melrose Street 148 feet 6 1/2 inches to the Point of Beginning in Cook County, Illinois, together with the buildings and improvements located thereon in Cook County, Illinois, which survey is attached as Exhibit 'A' to Declaration of Condominium Ownership for Harbor House Condominium Association made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement Dated February 20, 1977 and known as Trust Number 50400 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document 23481966 together with an undivided 75 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units as defined and set forth in said Declaration and survey)

Parcel 2:

Easements appurtenant to Parcel 1 as created by a document dated September 17, 1951 and recorded September 26, 1951 as document 15178910 and as amended by document recorded July 19, 1967 as document 20201519, all in Cook County, Illinois.

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END OF RECORDED DOCUMENT