

GEORGE E. COLE, JR.
LEGAL FORMS

FORM NO. 2202
April, 1980

"TRUST DEED"
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH That Kevin J. Brown, Individually

2020 Lincoln Park West (34E), Chicago, IL
(No. and Street) (City) (State)

for and in consideration of the sum of Eleven-thousand and no/100--

in hand paid, CONVEY S AND WARRANT S to Bank of the North Shore

of Northbrook Court, Northbrook, IL
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook

26625175

Above Space For Recorder's Use Only

Unit 34E in 2020 Lincoln Park West Condominium, as delineated on a Survey of the following described real estate:

Certain lots and parts of lots in Kuhn's Subdivision of the East half of Lot 7 in Block 31 in Canal Trustees' Subdivision and in Jacob Rehm's Subdivision of certain lots in Kuhn's Subdivision aforesaid, together with certain parts of vacated alleys adjoining certain of said lots, all in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, all in Cook County, IL;

which Survey is attached as Exhibit D to the Declaration of Condominium Ownership of 2020 Lincoln Park West Condominium recorded as Document 25750909 together with its undivided percentage interest in the Common Elements.

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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 is justly indebted upon ONE principal promissory note bearing even date herewith, payable August 17, 1983, in the principal sum of Eleven thousand and no/100 dollars (\$11,000.00) with interest on the principal balance from time to time unpaid at the rate of 14.00% per annum from 5-24-83 until maturity. *

* and any renewal, extension, or substitution thereof

In the event of the sale, contract sale, transfer or refinancing of the real estate secured by this Second Mortgage, the full balance due on the Note shall become due and payable upon demand. The loan secured by the Note, and the Second Mortgage securing the Note, is being made solely for the accommodation of the current owner of the real estate who is a customer of Bank of the North Shore. It is the express intention of Bank of the North Shore not to allow a subsequent buyer of the real estate to assume the indebtedness due on the Note secured by the Second Mortgage.

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Property of Cook County Court

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and 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, assessments and charges 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 to the first Trustee of prior mortgage, and second trustee; (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 any 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 pay immediately without demand, and the same with interest thereon from the date of payment at 19.00 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 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 19.00 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, 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 or 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 dismissed, nor release hereof given, until all such expenses and disbursements, on the basis 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 record owner of the premises is Kevin J. Brown County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death, removal from said County of the grantee 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 of 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.

This trust deed is subject to _____

Witness the hand and seal of the Grantor this 24th day of May, 19 83

x Kevin J. Brown (SEAL)
Please print or type name(s) below signature(s)

(SEAL)

This instrument was prepared by Marla Menolascino, Asst. Cashier, Bank of the North Shore
Northbrook Court
Northbrook, IL 60062
(NAME AND ADDRESS)

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Marlene A. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin J. Brown

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 24th day of May, 19 83



Marlene A. Gordon
Notary Public

MY COMMISSION EXPIRES DECEMBER 2, 1984

RECORDED IN BOOK 26625175 - A - 120

31 MAY 83 3:04

BOX No. _____
SECOND MORTGAGE
Trust Deed

RECORDS SECTION
COOK COUNTY CLERK
600 N. LA SALLE ST.
CHICAGO, ILL. 60602

TO



12.00

26 625 175
GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT