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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26008841

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That FRANK BOSTIC, a bachelor

(hereinafter called the Grantor), of 1614 W. Diversey Pkwy, Chicago, Illinois 60614 (State)

for and in consideration of the sum of Ten Thousand and No/100 Dollars

in hand paid, CONVEY AND WARRANT to Howard Berland
1300 N. Lake Shore Drive, Chicago, Illinois 60610 (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:

The East 35 feet of Lot 2 in Circuit Court Partition of the South 5 acres of the East 1/2 of the South East 1/4 of the North East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known street address: 1614 W. Diversey Pkwy, Chicago, Illinois
P.I. No.: 14-30-225-036

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 Frank Bostic justly indebted upon one principal promissory note bearing even date herewith, payable

in one lump sum on the 29th anniversary date of this mortgage including interest at 10% compounded annually on each anniversary date of this mortgage, with interest to be forgiven if at least \$1,000.00 is paid within each succeeding year (i.e., no interest is to be due for that year—the forgiveness of interest provision will stay in effect if a year is missed, but interest will accrue for that year). If payments in excess of \$1,000.00 are made in any year, any amounts in excess of \$1,000.00 will be credited at 110% on the excess over \$1,000.00 to reduce the principal balance. In the event of a conflict between this mortgage document and the certain Separate Agreement dated 8-18-80, the Separate Agreement shall control.

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 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 second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustees until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 encumbrances 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 encumbrances 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, 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 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 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: Frank Bostic
County of the grantee, or of his resignation, Cook

IN THE EVENT of the death or removal from said Marlene D. Berland 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 25th day of September, 1980

Please return to:
Howard Berland, Esq.
19 W. Jackson Blvd.
Chicago, ILLINOIS 60604
BOX 41

Frank Bostic (SEAL)
Frank Bostic (SEAL)

This instrument was prepared by Howard Berland, Esq., 19 W. Jackson Blvd., Chicago, IL
(NAME AND ADDRESS)

26008841

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1981 SEP 24 AM 9 57

STATE OF Illinois)
COUNTY OF Cook) 5.2 2779 26008841 10.00

I, Shirley Cmunt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Bostic, a bachelor

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 notarial seal this 25th day of September, 1980

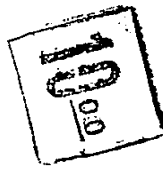
(Impress Seal Here)

Shirley Cmunt
Notary Public
Shirley Cmunt



Commission Expires Sept 23 1983

26008841



26008841

BOX No. 41

SECOND MORTGAGE
Trust Deed

FRANK BOSTIC
TO
HOWARD BERLAND

BOX 41

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT