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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

26012723

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MARY JANE SMITH, divorced and not since remarried

(hereinafter called the Grantor), of Apt. 3S, 1631 Hinman Ave., Evanston, Ill. 60201
(No. and Street) (City) (State)

for and in consideration of the sum of Ten (\$10.00) Dollars

in hand paid, CONVEY S AND WARRANTS S to Stephen L. Seftenberg
of Room 2300, 135 S. LaSalle St., Chicago, Ill. 60603
(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 EVANSTON County of COOK and State of Illinois, to-wit:

See Exhibit A attached hereto and made a part hereof.

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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 Mary Jane Smith is
justly indebted upon one (1) principal promissory note bearing even date herewith, payable

to 1631 Hinman Partnership, an Illinois limited partnership, in the principal amount of Twenty-Five Thousand Dollars (\$25,000.00), with the final payment of principal and interest due and payable on August 1, 1983.

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 prior to the first day of June 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 no part of 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 interest 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 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 seven 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 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 seven 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, delays 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: Mary Jane Smith

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 Leonard S. Shifflett 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 grantor 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 1st day of August, 19 81

Mary Jane Smith (SEAL)
Mary Jane Smith, divorced and
not since remarried (SEAL)

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Jerry C. Lagerqvist, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Mary Jane Smith, divorced and
not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me in person and acknowledged that she signed, sealed and delivered the said
instrument as her 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 1st day of August, 1981

(Impress Seal Here)

Commission Expires 10/17/81

Notary Public



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1981 SEP 28 PM 4 25

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

EXHIBIT A

(1631 Hinman Condominium)

Dwelling Unit 3S and Parking Unit 11P in 1631 Hinman Condominium as delineated on the plat of survey of the real estate (hereinafter referred to as the "Property") described as:

Lot 4 in Block 21 in Evanston in the Southeast 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded July 27, 1854 in Book 85 of Maps, Page 42, in Cook County, Illinois;

which plat of survey (hereinafter called the "Survey") is attached as Exhibit A to the Declaration of Condominium Ownership made by Oak Brook Bank as Trustee under Trust Agreement dated March 23, 1978 and known as Trust No. 8-1390 and recorded on July 10, 1978, as Document No. 24525146, as amended by the First Amendment to Declaration recorded February 8, 1979, as Document No. 24837910 (which Declaration and First Amendment to Declaration are referred to herein as the "Declaration"); together with an undivided 16-2/3 per cent aggregate interest in the Property (excepting from the Property all of the property and space comprising all of the Units thereof as defined and set forth in the Declaration and Survey), in Cook County, Illinois.

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