

UNOFFICIAL COPY

GEORGE E. COLE*
LEGAL FORMS

FORM NO. 2202
April, 1980

26214843
OFFICIAL BUSINESS
CITY OF EVANSTON
2100 Ridge Avenue
Evanston, IL 60204

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 THOMAS CRAMER and MARGARET A. MCCARTHY
(hereinafter called the Grantor), of
2100 Ewing Avenue Evanston Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of TWELVE THOUSAND and 00/100
Dollars
in hand paid, CONVEY AND WARRANT S. to City of Evanston
of 2100 Ewing Avenue Evanston Illinois
(No. and Street) (City) (State)

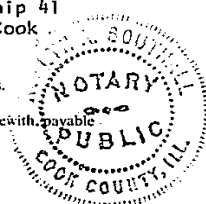
as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures and everything appurtenant thereto, together with all rents, issues and profits of said premises situated in the County of Cook and State of Illinois, to-wit:

Lots 15 and 16 in Block 1 in J.J. Smith addition to Evanston a subdivision of the South 457.5 ft. of the East 43 rods of the West 1/2 of the South East 1/4 of Section 11, Township 41 North, Range 13, East of the 3rd 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 is justly indebted upon _____ principal promissory note _____ bearing even date herewith, payable

SEE ATTACHED NOTE FOR TERMS OF AGREEMENT
\$12,000.00 at 3% interest due in total on June 1, 1987



FILED TLM
CITY OF EVANSTON
CHARGE ON

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 repair 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 said mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee 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 lien 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 _____ 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 _____ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, 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 documents, evidence, stenographer's charges, cost of procuring or completing abstract showing, and 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 Thomas Cramer and Margaret A. McCarthy
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 City of Evanston 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 terms of agreement in accompanying Note

Witness the hand and seal of the Grantor this 19 day of April, 19 82
Thomas Cramer (SEAL)
Margaret A. McCarthy (SEAL)

Please print or type name(s) below signature(s)
This instrument was prepared by Reed Carlson, 2100 Ridge Avenue Evanston, IL 60204
(NAME AND ADDRESS)

26214843

STATE OF Illinois)
COUNTY OF Cook) ss.

I, ROSELYN A. Southall, a Notary Public in and for said County, in the State aforesaid, I DO HEREBY CERTIFY that Thomas Cramer and Margaret A. McCarthy of 2100 Ewing Avenue Evanston, Illinois personally known to me to be the same persons whose names 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 a 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 19th day of April, 19 82.

(Impress Seal Here)

Roselyn A. Southall
Notary Public

Commission Expires My Commission Expires April 15, 1985

26214843

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

OFFICIAL BUSINESS
CITY OF EVANSTON
2100 Ridge Avenue
Evanston, IL 60204

NOTE SECURED BY
2nd MORTGAGE

Amount \$12,000.00

Date April 19, 1982

For value received THOMAS CRAMER and MARGARET A. McCARTHY promise(s) to pay to the City of Evanston the principal sum of TWELVE THOUSAND and 00/100 Dollars as follows:

1. The entire principal sum shall be due and payable upon any assignment or transfer of title, whether or not for consideration (including thereby inheritances) and upon any sale or entry into letters of agreement for contract sale of 2100 Ewing Avenue legally described as:

Lots 15 and 16 in Block 1 in I.J. Smith addition to Evanston a subdivision of the South 457.5 ft. of the East 43 rods of the West 1/2 of the South East 1/4 of Section 11, Township 41 North, Range 13, East of the 3rd Principal Meridian in Cook County, Illinois.

whether made by the undersigned, or by his heirs, assignees or devisees. The amount owing upon such event above stated shall be the loan amount plus 3 percent interest per year from this date to the date of such event above stated.

2. The undersigned may prepay this note at any time in whole or in part by making payments to the City of Evanston of amounts representing not less than 5 percent of the total loan amount with interest of the payment or partial payment at the rate of 3 percent per year from the date of this document.

3. The loan in the amount of TWELVE THOUSAND and 00/100 Dollars (\$12,000.00) is a Five (5) year deferred loan to be paid in full and due on June 1, 1987 with an accrued interest at Three (3) percent as was designated and approved by City Council action in May, 1981.

4. The payment of this note is secured by a Second mortgage (first)(second)

bearing even date herewith, to the City of Evanston on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the office of the City Collector of Evanston in case of default in the above conditions of repayment or in the performance of any of the agreements contained in said Second (first)(second)

mortgage.

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OFFICIAL BUSINESS
CITY OF EVANSTON
2100 Ridge Avenue
Evanston, IL 60204

5. And to secure the payment of said amount, the undersigned hereby authorize(s), irrevocably, any attorney of any court of record to appear for the undersigned in such court, at any time after maturity, and confess a judgment, without process, in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

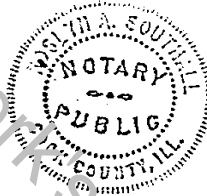
If this instrument is signed by more than one person, all obligations and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

Thomas Cramer
Thomas Cramer

Margaret A. McCarthy
Margaret A. McCarthy

Payment of this note is secured by Trust deed on real estate in Cook County

My Commission Expires April 15, 1985



26214843

City of Evanston, Trustee

Boshyr R. Southall, Notary Public

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END OF RECORDED DOCUMENT