

GEORGE E. COLE
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.

27186484

THIS INDENTURE WITNESSETH, That Jerry D. Sparks 26640 27186484 A - REC 11.00

(hereinafter called the Grantor), of Unit 3811
155 W Harbor Drive, Chicago, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Twenty-Five Thousand
(\$25,000) Dollars
in hand paid CONVEY S AND WARRANT S to
Jacob J. Morowitz
of 417 Central Wilmette, 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:

Above Space For Recorder's Use Only

SEE ATTACHED EXHIBIT A

WILL CALL

11.00

WILL CALL

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

to Jacob J. Morowitz upon demand with interest from June 4, 1984,
at the Harris Bank Prime Rate payable quarterly.

25 JUL 84 1:10

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 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 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 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 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 _____ 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 to time at _____ 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is SEE ATTACHED EXHIBIT B

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 Gordon F. Gault 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 a First Mortgage

Witness the hand and seal of the Grantor this 4th day of June, 19 84

Please print or type name(s)
below signature(s)

Jerry D. Sparks (SEAL)
Jerry D. Sparks (SEAL)

This instrument was prepared by Gordon F. Gault, 39 S. LaSalle #1200, Chicago, IL 60603
(NAME AND ADDRESS)

27186484

STATE OF Illinois)
COUNTY OF C O O K) ss.

JESSICA M. SAWICKI, a Notary Public in and for said County, in the State of said DO HEREBY CERTIFY that JERRY D. SPARKS

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 4th day of June, 1984.

(Impress Seal Here)

Jessica M. Sawicki
Notary Public

Commission Expires October 27, 1987

27186484

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

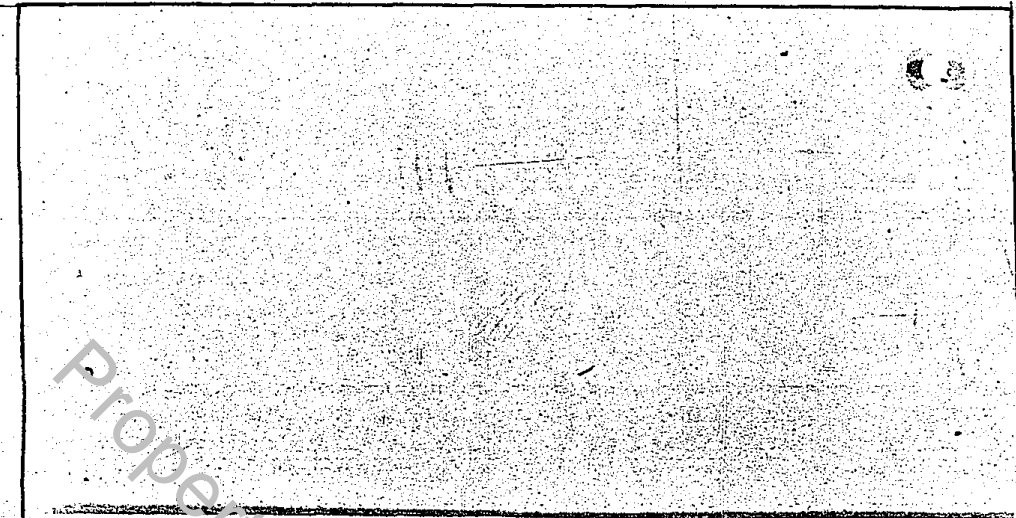


EXHIBIT A

LEGAL DESCRIPTION

Unit 3811 in Harbor Drive Condominium as delineated on the survey plat of that certain Parcel of Real Estate (hereinafter called "Parcel"):

Lots 1 and 2 in the Block 1 in Harbor Point Unit No. 1, being a Subdivision of part of the lands lying East of and adjoining that part of the South West Fractional quarter of Fractional Section 10, Township 39 North, Range 14 East of the Third Principal Meridian included within Fort Dearborn Addition to Chicago, being the whole of the South West Fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with all of the land, property, and space occupied by those parts of bell, caisson, caisson cap and column Lots 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-LA and MA-LA or parts thereof, as said Lots are depicted, enumerated, and defined on said plat of Harbor Point Unit No. 1, falling within the boundaries, projected vertically upward and downward of said Lot 1 in Block 2 aforesaid, and lying above the upper surface of the land, property and space to be dedicated and conveyed to the City of Chicago for utility purposes, which survey is attached to the Declaration of Condominium Ownership and of easements, restrictions, covenants and by-laws for the 155 Harbor Drive Condominium Association made by Chicago Title and Trust Company, as Trustee under Trust No. 58912, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22935653, said Declaration having been amended by first amendment thereto recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22935654 and by Document No. 23018815; together with .11397 percent interest in said Parcel [excepting from said Parcel all of the property and space comprising all of the Units thereof as defined and set forth in said Declaration, as amended as aforesaid, and Survey]).

27186484

UNOFFICIAL COPY

EXHIBIT B

Central National Bank in Chicago, a National Banking Association,
as Trustee under Trust Agreement dated January 10, 1978, and
known as Trust Number 22907.

27186484

END OF RECORDED DOCUMENT