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GEORGE E. COLE\*  
LEGAL FORMS

FORM NO. 2202  
April, 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

27227959

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

THIS INDENTURE WITNESSETH, That \_\_\_\_\_  
Daniel C. van de Vrede \_\_\_\_\_  
(hereinafter called the Grantor), of \_\_\_\_\_  
5044 N. Marine Chicago, Illinois \_\_\_\_\_  
(No. and Street) (City) (State)  
for and in consideration of the sum of \_\_\_\_\_ Dollars

in hand paid, CONVEY S AND WARRANT S to \_\_\_\_\_  
Merchandise National Bank \_\_\_\_\_  
Merchandise Mart Chicago, 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)

Hereby releasing and waiving all rights of the Grantor 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

To Merchandise National Bank in 23 equal monthly installments of \$296.71, with the last payment undetermined. The first installment due September 21, 1984. Net proceeds of \$6,180.00 at an annual percentage rate of 14% estimated.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 or removal of or before 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 first 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 the rate of \_\_\_\_\_ 14 \_\_\_\_\_ 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 \_\_\_\_\_ 14 \_\_\_\_\_ 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 documents, evidence, stenographer's charges, cost of procuring or completing abstracts 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. If such expenses and disbursements shall be an addition 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 of any lien, 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: Daniel C. Van de Vrede

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

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 16th day of August, 1984

*Daniel C. Van de Vrede* (SEAL)

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

(SEAL)

This instrument was prepared by Marion J. Agner Merchandise National Bank  
(NAME AND ADDRESS)  
Merchandise Mart Chicago, Illinois 60654

Property of Cook County Illinois SECOND MORTGAGE

27227959

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Unit Number 1044-6-A, as delineated on a Plat of Survey of a Parcel of Land being Sub-block 1 (except the West 574 feet thereof), the East line of said premises being the line as established by Decree of July 18, 1907 in Case 23C120, Circuit Court, in Goudy Estate Subdivision of Block 5 in Argyle, being a Subdivision of Lot 1 and 2 of Fussey and Fennimore's Subdivision of the South East fractional 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, and of Lot 1 of Colehour and Canarroe's Subdivision of Lot 3 of said Fussey and Fennimore's Subdivision, in Cook County, Illinois, (said Parcel of land, together with all buildings, structures and improvements thereon, being hereinafter referred to as the "Property"; which Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated November 15, 1977 and known as Trust Number 41626, recorded December 29, 1977 as Document 24,254,760; as amended by Instrument recorded January 23, 1978 as Document 24,295,963; together with an undivided .4592 percent interest in the "Property" (except the units as defined in said Declaration and as delineated on said Survey).

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STATE OF Illinois AUG-24 84 943211 27227959 A -- 11.00  
COUNTY OF Cook ss.

I, William D. Minaghan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel C. van de Vrede

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 16th day of August, 19 84

(Impress Seal Here)

My Commission Expires September 29, 1987

Commission Expires \_\_\_\_\_

*William D. Minaghan*  
Notary Public

Property of Cook County Clerk's Office

11.00

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24 AUG 84 9:34

27 227 959

BOX 422

BOX No.

SECOND MORTGAGE

Trust Deed

Daniel C. Van de Vrede  
5044 N. Marine Drive A-6  
Chicago, Illinois 60640

TO

Merchandise National Bank  
Merchandise Mart  
Chicago, Illinois 60654

BOX 422

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT