

UNOFFICIAL COPY

FORM No. 2202

85005006

BFC Forms Service, Inc.

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Barbara R Meyerson, divorced and not since remarried
(hereinafter called the Grantor), of 8706 B Gregory Ln. DesPlaines, Illinois (City) (State)
(No. and Street)
for and in consideration of the sum of Eight thousand & 00/100 Dollars
in hand paid, CONVEY AND WARRANT S to Avenue Bank Northwest
of Dempster at Greenwood P.O. Box 48-283 Niles Illinois (City) (State)
(No. and Street)
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 Village
of Niles County of Cook and State of Illinois, to-wit:
(SEE LEGAL DESCRIPTION ATTACHED)

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 Barbara R Meyerson, divorced & not since remarried
justly indebted upon her principal promissory note bearing even date herewith, payable

-----in 47 monthly installments of \$228.49 each or more, and a final installment
of \$228.49 beginning on May 5, 1985 and continuing on the same day of each
successive month thereafter until the note is paid in full.-----

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 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 by 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, with
policies shall be left and remain with the said Mortgagee 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 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 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
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, and
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 fore-
closure hereof—including reasonable attorney's fees and costs for documentary evidence, stenographer's charges, cost of procuring or com-
pleting 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 appeal 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 de-
creed 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 an application to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
out notice to the Grantor, 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 record owner is: Barbara R Meyerson, divorced & not since remarried
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
of said County is hereby appointed to be

refusal or failure to act, then Avenue Bank Northwest
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 S and seal of the Grantor this 1st day of April, 1985

Barbara R Meyerson (SEAL)
Barbara R Meyerson (SEAL)

This instrument was prepared by Avenue Bank Northwest - Dempster at Greenwood Niles, IL
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois } ss.
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Barbara R Meyerson, 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 this day 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 April, 1985

(Impress Seal Here)

Calvin C. Cullis
Notary Public

Commission Expires March 30, 1988

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

UNOFFICIAL COPY

Unit 90 as delineated on the surveys of certain Lots in Charles Insolia and Sons Subdivision, being a part of the West Half of the Southwest Quarter of fractional Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit "B" to the Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago as Trustee under Trust number 7135 recorded in the Office of the Recorder of Deeds of Cook County Illinois on March 26, 1973 as document 22262775 together with the percentage of the Common Elements appurtenant to said Unit as set forth in Said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended Declarations as the same are filed of record pursuant to said Declaration, and together with additional Common Elements as such amended Declarations are filed of record and the percentages set forth in such amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such amended Declaration as though conveyed hereby.

MAY--3-85 18534 • 85005006 Rec

12.00

-85-005006

12.00 E



6 30 MAY 85

END OF RECORDED DOCUMENT