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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.

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THIS INSTRUMENT WITNESSETH that ARTHUR SKLAR AND SONIA SKLAR AND KEITH D. SKLAR, As Joint Tenants

(hereinafter called the Grantor), of 2909 North Sheridan Road, Unit #1302, Chicago, IL

for and in consideration of the sum of Twenty Five Thousand and no/100--(\$25,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Golf Mill State Bank, an Illinois Banking Corporation of 9101 Greenwood Avenue, Niles, Illinois

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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK and State of Illinois, to-wit:

---As legally described in Exhibit "A" attached hereto and hereby made a part hereof---

Property Address: 2909 North Sheridan Road, Unit #1302, Chicago, Illinois

Permanent Tax No: 14-78-204-010-1030

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 000 principal promissory note bearing even date herewith, payable

For Value Received, 180 days after May 11, 1985, the undersigned jointly and severally promise to pay to the order of Golf Mill State Bank Twenty Five Thousand and no/100 Dollars (\$25,000.00) plus interest at the rate of Prime plus Two percent (P+2%) per annum payable monthly on the principal balance remaining from time to time unpaid. Interest shall be increased to the rate of Prime plus Four percent (P+4%) per annum after maturity or default until all liabilities are paid. All said principal and interest to be due and payable on or before the 7th day of November, 1985. "Prime Rate" or "Prime" means the rate of interest announced by the Bank as its Prime Rate. That Prime Rate will fluctuate from time to time.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 said premises, 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 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 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 P+2 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 P+4 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if 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 this foreclosure hereof including reasonable attorney's fees, outlays for documents, 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 proceedings, 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 said premises.

The name of a record owner ARTHUR SKLAR AND SONIA SKLAR AND KEITH D. SKLAR, As Joint Tenants

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Golf Mill State Bank 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 First Mortgage to Talman Federal Savings & Loan of Chicago dated 10/27/80 and recorded 11/10/80 as Document No. 25657908.

Witness the hand and seal of the Grantor this 11th day of May, 19 85

Please print or type names of below signatories

X Arthur Sklar (SEAL)
ARTHUR SKLAR
X Sonia Sklar (SEAL)
SONIA SKLAR
X Keith D. Sklar
KEITH D. SKLAR

This instrument was prepared by Karer Pruban, Golf Mill State Bank, 9101 Greenwood Avenue, Niles, Illinois 60648

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GEORGE E. COLE
LEGAL FORMS

BOOK No.
SECOND MORTGAGE
Trust Deed

TO

Property of Cook County Clerk's Office

Maie M. Smith
Notary Public

8/22/88

Commission Expires

Impress Seal Here

Given under my hand and official seal this 11th day of May 1985

wife of the right of homestead.

instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and appeared before me this day in person and acknowledged that they signed, sealed and delivered the said personally known to me to be the same persons whose names are subscribed to the foregoing instrument.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur Sklar and Sonia Sklar and Keith D. Sklar

STATE OF Illinois }
COUNTY OF Cook }
ss.

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EXHIBIT A

Unit 1302 in 2909 Sheridan Road Condominium Homes, as delineated on a survey of the following described real estate:

That Part of lots 3 and 4 of the Assessor's Division of Lots 1 and 2 in the subdivision by City of the East fractional half of fractional Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, which lies between Sheridan Road on the West, Oakdale Avenue on the North, Commonwealth Avenue on the East and Suit Street on the South described as follows: Beginning at the South West corner of the above tract and running East along the South line of that tract 200 feet; and thence North 185 feet on a line parallel with the West line of said tract; thence West 200 feet on line parallel with the South line of said tract and thence South 185 feet to the point of beginning in Cook County, Illinois,

which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership Recorded as Document No. 25319659 together with an undivided 0.71 percentage interest in the common elements.

Grantor also hereby grants to Grantee, their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The tenant, if any, of this Unit, either has waived or has failed to exercise Right of First Refusal to purchase this unit, or had no such Right of First Refusal, pursuant to Chapter 100.2 of the Municipal Code of the City of Chicago and Chapter 30, Section 330, Illinois Revised Statutes.

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