

# UNOFFICIAL COPY

GEORGE E. COLE\*  
LEGAL FORMS

FORM NO. 2202  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

85205979

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

THIS INSTRUMENT WITNESSETH, That

Eugene D. Mustain

(hereinafter called the Grantor), of

1154 N. Dearborn #7 Chicago, IL 60610  
(No. and Street) (City) (State)

for and in consideration of the sum of

Four Thousand and 00/100 Dollars

in hand paid, CONVEY...S... AND WARRANT...S to

Marina Bank

of 307 N. Michigan Avenue Chicago, IL  
(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

Below Space For Recorder's Use Only

rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:  
Property Address: 2800 N. Pine Grove, Chicago, IL 60657 - Per. Real Estate Index #14-28-123-016-1055

Unit Number 7H in the Brewster Condominium as delineated on a survey of the following described real estate:

LOT 7 IN BLOCK 2 IN LE MOYNE'S SUBDIVISION OF THE SOUTH 16 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
IN TRUST for the purpose of securing performance of the covenants and agreements herein  
WHEREAS, The Grantor is justly indebted upon a principal promissory note, bearing even date herewith, payable

ONE PAYMENT OF \$4,000 PLUS INTEREST, DUE 11/4/85 AND ANY RENEWALS OR EXTENSIONS THEREOF.

14-28-123-016-1055

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, from and in said note or notes provided or according to any agreement extending time of payment; (2) to pay when due at each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after each year or damage to real estate, to insure all buildings or improvements on said premises that may have been destroyed or damaged; (4) that all taxes and assessments shall not be considered to have been satisfied; (5) to keep all buildings or improvements on said premises insured in companies to be selected by the Trustee herein, who may from time to time be authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with first mortgage indebtedness payable to the first Trustee in Mortgage, and account to the Trustee herein as their interests may appear, which policies shall be held and managed with the first Mortgage of Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times aforesaid, the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the principal and interest on the indebtedness when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and the Grantor agrees to pay immediately without demand, and the same with interest thereon from the date of payment, the amount so paid. The Grantor shall be as 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 accrued 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 ONE percent per annum, shall be recoverable by the holder thereof or by suit at law, the same as 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 relation to foreclosure proceedings, including attorney's fees, outlays for document fees, evidence, stenographer charges, cost of recording or completing abstracts, showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the tax expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of said indebtedness, as such moves 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 considered to have been closed, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. 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 grantor 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

Eugene Mustain

IN THE EVENT of the death or removal from said

Cook

County of the grantor, or of his resignation, refusal or failure to act, then

Marina Bank or its successors 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 same 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to

Citibank Savings Mortgage

dated 12/25/79

Witness the hand S and seal S of the Grantor this 8th day of August, 1985

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

Eugene D. Mustain  
Eugene D. Mustain

(SEAL)

(SEAL)

This instrument was prepared by Mary K. Chiappetta, Marina Bank, 307 N. Michigan Avenue, Chicago, IL 60601  
(NAME AND ADDRESS)

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Sylvia Dobrich, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

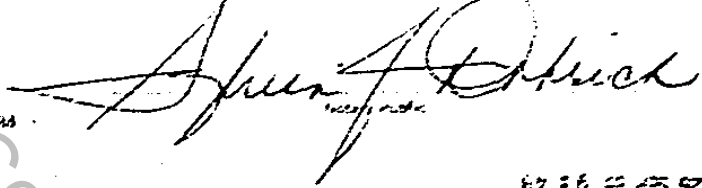
Eugene D. Mustain personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of his estate.

Given under my hand and official seal this 30th day of August, 1975

Notary Seal Here

MY COMMISSION EXPIRES DATE 3, 1978

Commission Expires



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85-207979



7-8160000 - 6 25 12 66-97-11

BOX No

SECOND MORTGAGE

Trust Deed

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