

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

85266250

THIS INDENTURE WITNESSETH, That Elizabeth Jackson  
(hereinafter called the Grantor), of Evanston Illinois  
1811 Brown Avenue (No. and Street) (City) (State)  
for and in consideration of the sum of Twelve Thousand Nine Hundred  
Thirty Eight and 00/100 Dollars  
in hand paid, CONVEY S AND WARRANT S to City of Evanston  
Department of Rehabilitation  
of 2100 Ridge Avenue (No. and Street) (City) (State)  
Evanston Illinois

Above Space For Recorder's Use Only

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:

Lots 24 and 25 in Block 1 in J. S. Hovland's Evanston Subdivision of the South East 1/4 of the North West 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Hereby releasing and waiving all rights in, 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 paid principal promissory note bearing even date herewith, payable \$7,462.47 at 7% interest Title Transfer for 5 years.

\$5,475.53 amortized loan at 0% interest with monthly payments of \$93.00. The client has agreed to submit a financial review every two (2) years to determine when she is able to convert the loan to either a 3% or 6% loan obligation under the program guidelines.

Permanent Tax #(53) 10-13 119-017 AA

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 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 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 7 1/2% 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 7 1/2% 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 compiling 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 decree 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 the said premises.

The name of a record owner is Elizabeth Jackson  
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 City of Evanston 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 Note of Same Date

Witness the hand and seal of the Grantor this 9th day of July, 1985  
Elizabeth Jackson (SEAL)  
Elizabeth Jackson (SEAL)

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

This instrument was prepared by Thomas W. Hetman, 2100 Ridge Avenue, Evanston, Illinois  
(NAME AND ADDRESS)

85266250

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Thomas W. Newman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elizabeth Jackson 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 official seal this 9<sup>th</sup> day of July, 19 85

(Impress Seal Here)

Thomas W. Newman  
Notary Public

Commission Expires January 5, 1987

85266250

BOX No. \_\_\_\_\_

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

NOTE  
**UNOFFICIAL COPY**

US \$ 12,938.00

8 5 2 8 0 2 5 0  
Evanston, Illinois  
City

July 9, 1985

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay the City of Evanston, the principal sum of Twelve Thousand Nine Hundred Thirty Eight Dollars, as follows: and 00/100 ~~xx~~

1. The entire principal sum shall be due and payable upon any assignment or transfer of title, whether or not for consideration (including thereby inheritances) and upon any sale or entry into letters of agreement for contract sale of 1811 Brown Avenue, Evanston, Illinois, legally described as:

Lot 24 and 25 in Block 1 in J. S. Hovland's Evanston Subdivision of the South East 1/4 of the North West 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Tax # ( 53 ) 10-13-119-017 whether made by the undersigned, or by his heirs, assignees or devisees. The amount owing upon such event above stated shall be the unpaid principal balance plus rate of 7/10 % percent per annum from commencement date of this note to the date of such event above stated.

2. The entire principal is separated into two categories: Transfer of Title and Amortization. The sum of Seven Thousand Four Hundred Sixty Two and 47/100 ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ Dollars (\$ 7,462.47 ) shall be Transfer of Title due and payable as provisions of paragraph numbers #1. The sum of Five Thousand Four Hundred Seventy Five and 53/100 ~~xxxxxx~~ Dollars (\$ 5,475.53 ) shall be Amortization due and payable as provisions of paragraph number #3. This division is for reduction of obligation with all terms and conditions, of said note, to be in force and binding on the undersigned.

3. FOR VALUE RECEIVED, the undersigned promise to pay to Bearer the principal sum of Five Thousand Four Hundred Seventy Five and 53/100 ~~xxxxxx~~ Dollars (\$ 5,475.53 ) and interest on the balance of principal remaining from time to time unpaid at the rate of Zero per cent per annum ( 0 %) in ( 59 ) monthly installments as follows: Fifty Eight payment of ninety three and 00/100 (\$93.00) and one final payment of Eighty one and 53/100 ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (\$81.53) xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

Commencing on the 15th day of October, 1985, and a like sum on the same day of each and every month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of August, 1990. All such payments on account of the indebtedness evidenced by this note shall be applied to principal and interest, if any.

4. The undersigned may prepay this note at any time in whole or in part by making payments to the City of Evanston of amounts representing not less than 5 percent of the total principal amount with interest of the payment or partial payment at the rate of 0 % percent per year from the commencement date of this note.

# UNOFFICIAL COPY

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5. The payment of this note is secured by trust deed, bearing even date herewith, conveying to the City of Evanston, as Trustee, real estate in the County of Cook, in the State of Illinois; and it is agreed that in the case of default in accordance with the terms hereof, or in case of a breach of any of the covenants or agreements stipulated in said trust deed to be performed on the part of the grantor or grantors therein or on the part of the heirs, executors, administrators or assigns of such grantor or grantors, then at the election of the legal holder or holders hereof the whole of such principal sum remaining unpaid, together with accrued interest thereon, shall at once become due and payable at the place of payment aforesaid, without notice to the maker or makers hereof or to the heirs, executors, administrators or assigns of said maker or makers.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives.

85266250

*Elizabeth Jackson*  
Elizabeth Jackson

1811 Brown Avenue

Evanston, Illinois  
Property Address

CVT  
(Exact Original Only)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

85266250

Property of Cook County Clerk's Office

NO CHARGE  
WITH CALL

DEFERRED  
TRANSACTION # 85-266250  
# 85-266250 \* 4 # 50704