

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That
James T. Gibert and Cleora N. Gibert

(hereinafter called the Grantor), of
705 Custer Avenue Evanston Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty Three Thousand Eight
Hundred Eleven and 00/100 ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ Dollars
in hand paid, CONVEY AND WARRANT s. to City of Evanston
Department of Rehabilitation
of 2100 Ridge Avenue Evanston Illinois
(No. and Street) (City) (State)

85266252

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

The South 33 1/3 feet of Lot 12 in Block 2 in J.B. Adam's Addition to Evanston, Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 2310 principal promissory note bearing even date herewith, payable

\$23,811.00 Amortization loan at 5% interest for 15 years.

Commencing on September 1, 1985, the undersigned promises to pay \$200.97 each and every month for 180 months.

Permanent Real Estate Index #(59) 11-19-406-008 ML.

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 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 six 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 six 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 document and 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 proceeding, 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 the said premises.

The name of a record owner: James T. Gibert and Cleora N. Gibert

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 16th day of August, 19 85

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

James T. Gibert (SEAL)
Cleora N. Gibert (SEAL)

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

PROPERTY OF COOK COUNTY SECOND MORTGAGE

85266252

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Thomas E. Helmer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James T. Hebert and Cleora N. Hebert personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 85.

(Impress Seal Here)

Notary Public

Commission Expires January 5, 1987

85266252

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

US \$ 23,811.00

Evanston, Illinois
City

August 16, 1985

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

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 705 Custer Avenue, Evanston, Illinois, legally described as:

The South 33 1/3 feet of Lot 12 in Block 2 in J. B. Adam's Addition to Evanston, Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax # (59) 11-19-405-008 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 6 % percent per annum from commencement date of this note to the date of such event above stated.

2. FOR VALUE RECEIVED, the undersigned promise to pay to Bearer the principal sum of Twenty Three Thousand Eight Hundred Eleven and 00/100 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx dollars (\$ 23,811.00) and interest on the balance of principal remaining from time to time unpaid at the rate of Six per cent per annum (6%) in (180) monthly installments as follows: Two Hundred and 97/100 xxxxxxxxxxxxxx (200.97) xxxxxxxxxxxxxxxxxxxxxx Commencing on the 1st day of September, 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 1st day of August, 2000. All such payments on account of the indebtedness evidenced by this note shall be applied to principal and interest, if any.

3. 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 per cent of the total principal amount with interest of the payment or partial payment at the rate of 6 % percent per year from the commencement date of this note.

4. 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.

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