

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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86497135

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

THIS INSTRUMENT WITNESSES that American National Bank & Trust Company as Trustee U/T/A dtd 5/14/86 known as Trust No. 67308 (hereinafter called the Grantor), of Unit #12N, 6301 N. Sheridan Rd, Chicago, IL

for and in consideration of the sum of Two Hundred Twenty Five Thousand and no/100----- (\$225,000.00)----- Dollars in hand paid, CONVEY AND WARRANT to Harris Bank Glencoe-Northbrook, N.A. of 313 Park Avenue, Glencoe, IL 60022

13.00

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, and premises, situate in the County of Cook

Above Space For Recorder's Use Only

(see attached legal description)

14-05-203.011-1169 Jm

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 a promissory note bearing even date herewith, payable to Harris Bank Glencoe-Northbrook, N.A. at maturity September 8, 1991.

This second Mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

THIS MORTGAGE IS ONE OF TWO MORTGAGES WITH ARI SECURITY FOR A TOTAL INDEBTEDNESS OF \$225,000.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as 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 Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is full.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability of the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 12/31/86

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally

By: [Signature]
Vice-President
Attest: [Signature]
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

I, E. JOHANSEN, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SUZANNE G. BAKER, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

day of

SEP 10 1986

A. D. 19

[Signature]
Notary Public

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1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900

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STATE OF _____ }
COUNTY OF _____ } ss.

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

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said
instrument as _____ 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 _____ day of _____, 19____.

(Impress Seal Here)

Notary Public

Commission Expires: _____

Witness, chosen to the County of _____ and State of Illinois, to-wit:

Unit Number 12N in Shoreline Towers Condominium as delineated
on a survey of the following described real estate:
That part of Lots 9, 10, 11, and 12 and the accretions thereof
in Block 1 in Cochran's Second Addition to Edgewater in Section
5, Township 40 North, Range 14, East of the Third Principal
Meridian, lying East of the East line of Sheridan Road as now
located and West of the West line of Lincoln Park as established
by decree in Case B-84157 and Case 57-C-1554 in the Circuit
Court of Cook County, Illinois, which survey is attached as
Exhibit "A" to the Declaration of Condominium recorded as
Document Number 24559390 together with its undivided percentage
interest in the common elements, in Cook County, Illinois.

BOX No.

SECOND MORTGAGE

Trust Deed

TO

86497135

GEORGE E. COLE®
LEGAL FORMS