

THIS INDENTURE, WITNESSETH, That IRA H. MOSHMAN and DIANE K. MOSHMAN of
2700 Central Park Avenue, Evanston, Illinois 60201

(hereinafter called the Grantor), of _____ (No. and Street) _____ (City) _____ (State)

for and in consideration of the sum of SEVEN THOUSAND Dollars
in hand paid, CONVEY AND WARRANT to THOMAS M. McAULIFFE and ANITA L. McAULIFFE
of 3211 Park Place, Evanston, Illinois 60201 (City) _____ (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 _____ City
of Evanston County of Cook and State of Illinois, to-wit:

LOT 64 (EXCEPT THE NORTH 10 FEET THEREOF) AND ALL OF
LOT 65 IN "THE TERRACE" MCKAY AND POAGUES ADDITION TO
EVANSTON BEING A SUBDIVISION OF ADAM ROTH HOMESTEAD
(EXCEPT THE SOUTH 47 FEET THEREOF) IN THE EAST 1/2
SOUTH OF GROSS POINT ROAD, OF FRACTIONAL SECTION 33 AND
OF THE EAST 200 FEET OF LOT 3 IN HENRY WITTBOLD'S
SUBDIVISION OF THE SOUTH 47 FEET OF LOTS 5 AND 8 AND
PART OF LOT 7 LYING EAST OF THE WEST 247.5 FEET THEREOF
IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION
33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0533-417-034-10764

Commonly known as: 2700 Central Park Avenue, Evanston.

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 IRA H. MOSHMAN and DIANE K. MOSHMAN

justly indebted upon _____ principal promissory note bearing even date herewith, payable

on the 1st of November, 1985 and the first day of each month
following for 60 consecutive months with a balloon payment
due November 1, 1990 (see exact terms and conditions of Note
attached hereto and made a part hereof).

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 first, 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 the said Mortgagees or Trustees 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 eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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, costs for documentary 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 of 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: Ira H. Moshman and Diane K. Moshman

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act as _____ of said County is hereby appointed to be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all 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.

Witness the hand and seal of the Grantors, this 21st day of October, 19 85.

Ira H. Moshman (SEAL.)
Diane K. Moshman (SEAL.)
Diane K. Moshman

This instrument was prepared by Sandra McPhee, RAY & GLICK, LTD., P.O. Box 400, Libertyville, IL 60048
(NAME AND ADDRESS)

86056203

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, SANDRA F McPHEE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IRA H. MOSHMAN and DIANE K. MOSHMAN

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.

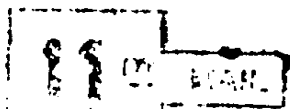
Given under my hand and notarial seal this 21st day of October, 1985

(Impress Seal Here)

Sandra F McPhee
Notary Public

Commission Expires Nov. 23, 1985

DEPT-01 RECORDING \$11.25
T#1111 TRAN 8786 02/07/86 11:29:00
#3479 # A * -86-056203



35056203

86056203

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. CCLE®
LEGAL FORMS