

UNOFFICIAL COPY

86227806

THIS INDENTURE, WITNESSETH, That Robert A. Gifford, Divorced and not since remarried

(hereinafter called the Grantor), of 2116 N. Sheffield Avenue Chicago, Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Twenty-one thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANT to Bank of the North Shore of 1819 Lake Cook Road Northbrook Illinois (No. and Street) (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 Chicago County of Cook and State of Illinois, to-wit:

Unit 3 in 2116 Sheffield Condominium, as delineated on a survey of Lot 36 in Block 2 in James Morgan's Subdivision of the East half of Block 10 in Sheffield's Addition to Chicago, in the North East quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 25168928, together with its undivided percentage interest in the common elements, as defined and set forth in said Declaration and Survey.

Property commonly known as: 2116 N. Sheffield Avenue Chicago, IL. 60614

Permanent Real Estate Index Number 14-32-216-044-1003 H.W.

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 Robert A. Gifford, Divorced and not since remarried justly indebted upon one principal promissory note bearing even date herewith, payable in the amount of \$21,000.00 at a rate of 10.50% fixed with monthly installments due the 20th of each month of \$974.18 maturing May 20, 1988 and all renewals, extensions and substitutions thereof.

In the event of the sale, contract sale, transfer or refinancing of the real estate pledged by this Second Mortgage, the full balance due on the Note shall become due and payable upon demand. The loan evidenced by the Note, and the Second Mortgage securing the Note, is being made solely for the accommodation of the current owner of the real estate who is a customer of Bank of the North Shore. It is the express intention of Bank of the North Shore not to allow a subsequent buyer of the real estate to assume the liability due on the Note secured by the Second Mortgage.

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 Trust 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 principal incumbrance, 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 hereby.

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, of 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 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 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: Robert A. Gifford, Divorced and not since remarried IN THE EVENT of the death or removal from said County of the grantor, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be first successor in this trust and if for any the same shall not come to fall 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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand and seal of the Grantor this 16th day of May, 1986 B6

Robert A. Gifford (SRAI) Robert A. Gifford (SRAI)

Bank of the North Shore

This instrument was prepared by Priscilla A. Dorsey 1819 Lake Cook Road Northbrook, IL. 60062 (NAME AND ADDRESS)

86227806

# UNOFFICIAL COPY

21 : 6 98 NT 9

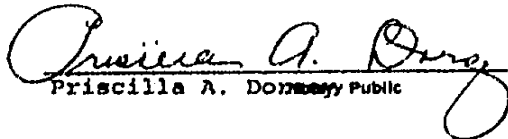
STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Priscilla A. Dorsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Gifford

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 homestead.

Given under my hand and notarial seal this 16th day of May, 1986.

(Impress Seal Here)

  
Priscilla A. Dorsey Public

My Commission Expires July 2, 1989.  
Commission Expires \_\_\_\_\_

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE

Trust Deed: 227806

TO

Bank of the North Shore

1819 Lake Cook Road  
Northbrook, IL. 60062



12.00

86-227806

UNOFFICIAL COPY

This instrument was prepared by Patricia A. Dorsey, 1819 Lake Cook Road Northbrook, IL, 60062

Bank of the North Shore (SEAL) Robert A. Gifford (SEAL)

Witness the hand and seal of the Grantor this 16th day of May 1986

part of the grantor or his successor in trust, shall release and premises to the party entitled, on receipt of this instrument...

The name of a record owner is: Robert A. Gifford, divorced and not since remarried. The name of a record owner is: Robert A. Gifford, divorced and not since remarried. The name of a record owner is: Robert A. Gifford, divorced and not since remarried.

STANDARD MORTGAGE COMPANY, INC. County Clerk's Office

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, and in said note or notes provided, or according to any agreement extending time of payment...

Property commonly known as: 216 N. Sheffield Avenue Chicago, IL, 60614

Unit 3 in 216 Sheffield Condominium, as delineated on a survey of Lot 36 in Block 2 in Damos Morgan's subdivision of the East half of Block 10 in Sheffield's Addition to Chicago, in the North East quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 2516928, together with the undivided percentage interest in the common elements, as defined and set forth in said Declaration and Survey.

for and in consideration of the sum of \$100,000.00 (One Hundred and 00/100 Dollars) in hand paid, CONVEY, AND WARRANT, to Bank of the North Shore, 1819 Lake Cook Road Northbrook, Illinois (City and State) (No. and Birth of)

THIS INSTRUMENT, WITNESSED, that Robert A. Gifford, divorced and not since remarried

90826658

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

SECOND MORTGAGE

Trust Deed 86-227806

TO

Bank of the North Shore

819 Lake Cook Road  
Northbrook, IL. 60062



UNOFFICIAL COPY

18.00

86-227806

Property of Cook County Clerk's Office

My Commission Expires July 2, 1988

(Impress Seal Here)

*Priscilla A. Dorney Public*  
*Priscilla A. Dorney*

personally known to me to be the same person whose name \_\_\_\_\_  
appeared before me this day in person and acknowledged that he \_\_\_\_\_ signed, sealed and delivered the said  
instrument us \_\_\_\_\_ 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 \_\_\_\_\_ 16th \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_ 19 86.

I, Priscilla A. Dorney, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that Robert A. Glford

STATE OF Illinois  
COUNTY OF Cook  
ss.

21 : 6 93 NT 9