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TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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1986 JUN 24 AM 11:43

DF 7054 473 Cahill

THIS INDENTURE WITNESSETH, That Frederic E. Freeman, divorced and not remarried (hereinafter called the Grantor), of 311 W. Concord Place, Chicago, Illinois for and in consideration of the sum of One Hundred and Ninety-Six Thousand Dollars (\$196,000.00) Dollars in hand paid, CONVEYS AND WARRANTS to Continental Illinois National Bank Trust No 3187941 said trust bearing the date November 28, 1969 of 30 North LaSalle Street, Chicago, Illinois 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:

Lot 27 in Starr's subdivision of Lots 29, 30 and 31 in the North addition to Chicago, Aurora Sanitary District addition being a subdivision by Stephen F. Gale of the South West 1/4 of the South East fractional 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

11.00

14-33-421-019 JB
PIN# 14-33-421-091

PROPERTY: 311 W Concord Place, Chicago, 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 the principal promissory note bearing even date herewith, payable in installments as follows: Sixteen Hundred Forty-Eight Dollars and 03/100s on the first (1st) day of August, 1986, Sixteen Hundred Forty-Eight Dollars and 03/100s on the first (1st) day of each month thereafter, to and including the first (1st) day of September, 1987 with the final payment of the balance due the 20th day of September, 1987.

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 (60) 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 Mortgagee, 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 fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times where the same shall become due and payable.

IN THE EVENT of failure 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 in 9.5 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 9.5 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 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 proceedings

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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 complaints 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: Frederic E. Freeman.

IN THE EVENT of death or removal from said Cook County of the grantee or of his resignation, refusal or failure to act, then EQUITABLE LIFE ASSURANCE F# 86045883 of said County is hereby appointed to be first successor in this trust; and if for any or just said first successor fail or refuse to act, the person who shall then be the acting Recorded 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 said note as hereinafter attached.

Witness the hand and seal of the Grantor this 23 day of June, 1986.

[Signature] (SEAL)
_____ (SEAL)

_____ (SEAL)
_____ (SEAL)

This instrument was prepared by Robert C. Griffin 1117 Belmont
(Name and Address)

STATE OF ILLINOIS

COUNTY OF COOK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6/23/1986
(Date)

BY Frederic Freeman

MY COMMISSION EXPIRES: Dec 2 1988

[Signature]
NOTARY PUBLIC

Mail to: Robert C. Griffin
1117 W BELMONT
CHICAGO IL 60657

OF
BOX 333-WJ

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