

UNOFFICIAL COPY 86264073

THIS INDENTURE, WITNESSETH, That Audrey L. Harris

hereinafter called the Grantor), of 5339 S. Cornell, Chicago Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of \$4,200.00 Dollars

in hand paid, CONVEYS AND WARRANTS to Michael L. Brody
of 7200 Sears Tower, 233 S. Wacker Drive Chicago, Illinois 60606
(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 number 5339-2 as delineated on survey of the following described parcel of real estate (hereinafter referred to as 'parcel'):
Lot 11 (except the east 10 feet thereof taken from private alley) and Lot 12 (except the east 6 feet thereof) in block 34 in the subdivision of land in Hyde Park marked grounds of the Presbyterian Theological Seminary of the north west on the recorded plat of said Hyde Park, said Hyde Park being a subdivision in Section 11, 12 and 14, Township 38 north, Range 14 east of the third principal meridian, according to the plat thereof recorded October 22, 1971 as Document Number 21681843 which survey is attached as Exhibit 'A' to declaration made by Michigan Avenue National Bank of Chicago as Trustee under trust Number 1957 and recorded in the Office of the Recorder of Cook County, Illinois as Document Number 21681843 together with its undivided 5.226 per cent interest in said parcel. (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), 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 Audrey L. Harris, is justly indebted upon a principal promissory note bearing even date herewith, payable

To Michael L. Brody in the principal amount of \$4,200.00 and payments thereunder being due at the times and in the amounts therein specified; therefore,

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 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 court 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, and fees 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 fees 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 rights 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 is: Audrey L. Harris

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Anne Webber Brody 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 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 Grantor, this 19 day of 19

Audrey L. Harris (SEAL)
(SEAL)

This instrument was prepared by Michael L. Brody, 7200 Sears Tower, 233 S. Wacker Dr., Chicago, Ill. (NAME AND ADDRESS)

86264073

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Barbara B. Bressler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Audrey L. Harris

personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 24TH day of June, 19 86.

(Impress Seal Here)

Barbara B. Bressler
Notary Public

Commission Expires July 10, 1987

DEPT-01 RECORDING \$11.00
TN333 TRAN 7305 04/26/86 14:00:00
#2087 # A # -04-264073
COOK COUNTY RECORDER

86264073

BOX No. 408

SECOND MORTGAGE
Trust Deed

TO



86264073

Return to Box 408
Attn: Mackin

GEORGE E. COLE
LEGAL FORMS