

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That Michael P. Slott, married to Krystyna Slott

(hereinafter called the Grantor), of 1201 B. Central Street, Evanston, Illinois (No. and Street) (City) (State)

for and in consideration of the sum of one hundred ninety eight thousand dollars --no/00 in hand paid, CONVEY AND WARRANT to Bank of Northfield of 400 Central Avenue, Northfield, Illinois 60093 (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 County of Cook and State of Illinois, to-wit:

See Attached:

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 Michael P. Slott, married to Krystyna Slott

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

\$198,000.00 plus interest on or before August 20, 1986 and any extensions thereof

Permanent Tax Index Numbers: 05-35-319-008 and 05-35-319-008 - 1025 - unit unit

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon 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) to cause 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, upon notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum. Same will 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 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 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: Cook County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said the Bank of Northfield 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 10th day of July, 1986

I, Krystyna Slott hereby release and waive all my rights under and by virtue of the Homestead Exemption Laws of the State of Illinois pertaining to the above property. Michael P. Slott (SEAL) Krystyna Slott (SEAL)

This instrument was prepared by Jayne A. Hemrich, 400 Central Ave., Northfield, Ill. 60093 (NAME AND ADDRESS)

Property of Cook County, Illinois - A SECOND MORTGAGE

86295072

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Patrick J. Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL P. SLOTT married to KRYSTYNA SLOTT

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 10th day of July, 19 86.

(Impress Seal Here)

Patrick J. Anderson
Notary Public

Commission Expires July 29, 1986

86-295072

Property of Cook County Clerk's Office

15 JUL 86 12:45

12.00 E

BOX No.	SECOND MORTGAGE							
	Trust Deed							
			TO					



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LEGAL DESCRIPTION FOR 1201 B CENTRAL STREET, EVANSTON, ILLINOIS

PARCEL 1:

Unit Number 25, in the Evanston Terraces Condominium, as delineated on a survey of the following described real estate:

Blocks 13 and 20 (except the West 120 feet of said Blocks and also except the North 52 feet of the East 120 feet of said Block 13) on University Subdivision of the South 1/2 of Lot 20 and all of Lots 21 and 22 in George Smith's Subdivision of the South Section of Quilmette Reservation, in Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 25348723; together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PARCEL 2:

The exclusive right to the use of parking space number 59 and 61, and partially fenced in area adjacent to the unit, limited common elements, as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 25348723, in Cook County, Illinois.

86295072