

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

87556056

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Melvin P. Witmer and
Theresa M. Witmer, his wife (J)
(hereinafter called the Grantor), of 125 Acacia Circle
Indian Head Park, Illinois
(No and Street) (City) (State)

for and in consideration of the sum of Ten Dollars and NO/100-----
----- Dollars

in hand paid, CONVEY AND WARRANT to Merchandise
National Bank of Chicago
of Merchandise Mart Plaza, Chicago, Illinois 60654
(No and Street) (City) (State)

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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

PARCEL 1: UNIT NUMBER 415-"E" AND "P"-29-"E", IN THE WILSHIRE GREEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF OUT LOT 3 OF INDIAN HEAD PARK CONDOMINIUM UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 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 25077886, AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS . 18-20-100-017-1221

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 22779633 AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

0, 1988. including all renewals and extensions thereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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, or rebuilding or repairing 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 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 Mortgagee or Trustee 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 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 the rate of _____ 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 _____ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum of 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 documents, 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, 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 and charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner: Melvin P. Witmer & Theresa M. Witmer, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, 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 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 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

Witness the hand and seal of the Grantor this _____ day of _____, 19____

Melvin P. Witmer (SEAL)
Melvin P. Witmer

Please print or type name(s) below signature(s)

Theresa M. Witmer (SEAL)
Theresa M. Witmer

This instrument was prepared by Francois A. Kieper, Merchandise National Bank of Chicago
(NAME AND ADDRESS)

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87556056

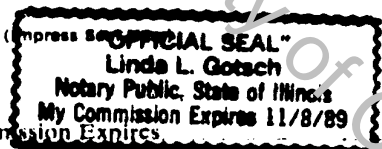
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Linda L. Gotsch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Melvin P. Witmer and Theresa M. Witmer

personally known to me to be the same persons whose names 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 official seal this 9th day of October, 1987.



Linda L. Gotsch
Notary Public

DEPT-91 RECORDING \$13.00
TR#1111 TRFN 8149 10/14/87 12 14 00
#4426 # A * -87-554054
COOK COUNTY RECORDER

472
BOX No. ~~442~~

SECOND MORTGAGE
Trust Deed

Melvin P. Witmer
Theresa M. Witmer

TO
Melba Marie National
Bank Chicago

Mail to:
Melba Marie National
Bank Chicago
Melba Marie National
Chicago, Ill.
Attn: Loan Dept

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

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BOX No. ~~542~~

SECOND MORTGAGE
Trust Deed

Melvin P. Witmer
Theresa M. Witmer

TO

Michaela Marie Material
Barby Chicago

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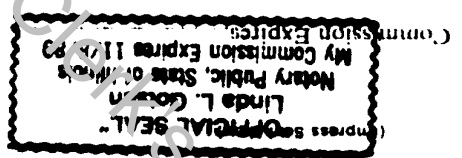
Michaela Marie Material
Barby Chicago
Michaela Marie Material
Chicago, Ill.
Attn: Jan Feyer

GEORGE E. COLE
LEGAL FORMS

Property of Cook County

875350036

LEFT-91 RECORDING \$13.00
#426 # 1 - 07-554056
COOK COUNTY RECORDER
1#1111 TRHN 2149 10/14/87 12:19:00



Linda L. Gotzsch
Notary Public

Given under my hand and official seal this 9th day of October, 1987

waver of the right of homestead.
instrument in that I free and voluntary act, for the uses and purposes therein set forth, including the release and
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
personally known to me to be the same person, whose names are subscribed to the foregoing instrument,

I, Linda L. Gotzsch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Melvin P. Witmer and Theresa M. Witmer

STATE OF Illinois }
COUNTY OF Cook }
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