

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That DIXIE A. BENNETT

(hereinafter called the Grantor), of 1134 West
Columbia Avenue, Chicago, Illinois

(No. and Street) (City) (State)
for and in consideration of the sum of Twelve and 25/100
(\$12.25) Dollars

87098227

in hand paid, CONVEY S AND WARRANT S to LOYOLA UNIVERSITY
OF CHICAGO, an Illinois not-for-profit Corporation
of 6525 N. Sheridan Rd., Chicago, Illinois

(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:
Unit Number 2 W, in Columbian Condominium, as delineated on a Survey of the following
described Real Estate: Lot 9 in Block 1 in Herdion, Hofflynd and Carson's North Shore
Addition to Chicago, a Subdivision in the South East Fractional 1/4 of Section 32,
Township 41 North, Range 14, East of the Third Principal Meridian; which Survey is
attached as Exhibit "A" to the Declaration of Condominium Ownership, recorded as
Document Number 246444/3; together with its undivided percentage interest in the
Common Elements, 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 is justly indebted to _____ principal promissory note bearing even date herewith, payable

in the principal amount of \$8,000 payable in installments as follows: \$71.31 on the
13th day of February, 1987 and \$71.31 on each second Friday thereafter, to and
including the 10th day of January, 1992 with a final payment of the balance due on
the 24th day of January, 1992, with interest on the principal balance from time to time
unpaid at the rate of six percent per annum included in the above installments. The
legal holder may treat as a breach of this trust deed Grantor's failure to use the
premises as her principal residence or Grantor's termination of employment at Loyola
University.

11-32-400-038-1007

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 to
demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or loss of, or fire on, or other 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 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, 6 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 6 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 documents, evidence, stenographer's charges, cost of procuring or compiling 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 proceeding and/or 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 said premises.

The name of a record owner is: DIXIE A. BENNETT

IN THE EVENT of the death or removal from said _____ 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 16th day of January, 1987

DIXIE A. BENNETT (SEAL)

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

(SEAL)

This instrument was prepared by Abigail Byman, 820 N. Michigan Avenue, Chicago, Illinois 60611
(NAME AND ADDRESS)

87098227

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

SS.

I, Abigail Byman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DIXIE BENNETT

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 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 official seal this 16th day of January, 1987.

(Impress Seal Here)

Abigail Byman
Notary Public

Commission Expires...
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV-6-1987
ISSUED THRU ILL. NOTARY ASSOC.

DEPT-01 \$11.25
160002 TRAN 0968 02/19/87 10149:00
\$2799 + C *--87-092227
COOK COUNTY RECORDER

87098227



-87-098227

BOX No.

SECOND MORTGAGE
Trust Deed

TO



Abigail Byman, Esq.
Office of the General Counsel
820 North Michigan Avenue
Chicago, Illinois 60611

GEORGE E. COLE
LEGAL FORMS