

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That HARRIET DAVIS, A SPINSTER

(hereinafter called the Grantor), of 5433 S. University  
Chicago, Illinois

for and in consideration of the sum of Three Thousand  
(\$3,000.00) Dollars

in hand paid, CONVEY S. AND WARRANTS to RICHARD  
L. Smith  
of 6123 North Hoyne, 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:

Above Space For Recorder's Use Only

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 14-05-211-022-1020  
Address(es) of premises: Unit 1B 6101 North Sheridan Road, Chicago, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.  
WHEREAS, The Grantor is justly indebted upon \_\_\_\_\_ principal promissory note \_\_\_\_\_ bearing even date herewith, payable

Sixty four & 48/100 on the 1st day of January, 1989 and Sixty four & 48 & 48/100 on the 1st day of each month thereafter, to and including the 1st day of November, 1993, with a final payment of the balance due on the 1st day of December, 1993.

See other side for additional provision made part of this Second Mortgage

All references herein to "trust deed" shall be deemed reference to "mortgage".

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 or build or repair of 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 said Trustee or 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 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 if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 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 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, Monographer'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 proceeding, whether a 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 cost 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 reserves 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: Richard L. Smith

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Phillip M. Migdal, Attorney 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:

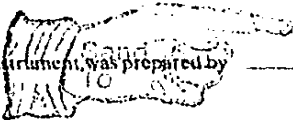
Witness the hand \_\_\_\_\_ and seal \_\_\_\_\_ of the Grantor this 5th day of December, 19 88

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

Harriet Davis (SEAL)

\_\_\_\_\_ (SEAL)

This instrument was prepared by



PHILLIP MIGDAL 29 S. LASALLE, CHICAGO, ILLINOIS 60603  
(NAME AND ADDRESS)

81901

88-579015

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STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HARRIET DAVIS, A SPINSTER

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 5TH day of DECEMBER, 19 88.

(Impress Seal Here)

[Signature]  
Notary Public

Commission Expires 2-25-89

### Additional provision made part of this Second Mortgage

*Transfer of the Property or a Beneficial Interest in Borrower.* If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BOX No. 88-579015  
SECOND MORTGAGE  
**Trust Deed**

[Handwritten Signature]

TO



MAIL TO:  
PHILLIP M. MILDAL  
29 SOUTH LA SALLE ST.  
SUITE 635  
CHICAGO, IL 60603

GEORGE E. COLE®  
LEGAL FORMS

88579015

\$13.25

#1111 TRAN T08 12/15/88 14:01:00  
#1247 # A \* 88 07 90 15  
COOK COUNTY RECORDER

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UNIT NUMBER 7B IN PARK EDGEWATER CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING: THAT PART OF LOTS 12, 13, 14 AND 15 (EXCEPT THE WEST 14 FEET OF SAID LOTS) LYING WEST OF A LINE WHICH IS 169.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS, IN BLOCK 9 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, IN THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25213638 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

TAX I.D. NO.: 14-05-211-022-1020

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200613-06

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