

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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89446894

THIS INDENTURE WITNESSETH, that JOHN L. WHITE and MYRNA R. WHITE

(hereinafter called the Grantor), of 6652 N. Glenwood #2 Chicago, Illinois 60626

for and in consideration of the sum of Thirteen and 25/100 (\$13.25)

in hand paid, CONVEYS AND WARRANTS to LOYOLA UNIVERSITY OF CHICAGO, an Illinois not-for-profit Corporation of 6525 N. Sheridan Rd., Chicago, Illinois 60626

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: See Attached Legal Description Rider

DEPT-01 \$13.25
T#1111 TRAM 2802 09/21/89 11:34:00
#1464 : A *-89-446894
COOK COUNTY RECORDER

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: 11-32-311-029-1002

Address(es) of premises: 6652 N. Glenwood #2, Chicago, Illinois 60626

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WITHEAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

in the principal amount of \$8,000.00 payable in installments as follows: \$154.67 on the 15th day of October, 1989 and \$154.67 on the 15th day of each month thereafter, to and including the 15th day of August, 1994 with a final payment of the balance due on the 15th day/September, 1994, with interest on the principal balance from time to time unpaid at the rate of six per cent per annum included in the above installments. The legal holder may treat as a breach of covenant of this trust deed Grantors' failure to use the premises as their principal residence or Grantor's termination of employment at Loyola University.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as set forth 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 to 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 tolerated, (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who hereby authorizes to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to 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 at a time so long as the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at 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 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 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 the date of sale shall have been entered for or not, shall not be dismissed, nor shall any order of sale, until all such expenses and disbursements, and the costs of such proceedings, including attorney's fees, have been paid. The Grantor for the Grantors, 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 an application 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 John L. White and Myrna R. White

IN THE EVENT of the death or removal of said Grantor, 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 6th day of September 1989

Please print or type names of below signatory(ies)

John L. White (SEAL)
Myrna R. White (SEAL)
MYRNA R. WHITE

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

THIS MORTGAGE IS A SECOND MORTGAGE

89446894

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STATE OF ILLINOIS

COUNTY OF COOK

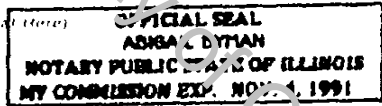
} ss.

I, Abigail Byman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John L. White and Myrna R. White

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 6th day of September, 1989

(press seal here)



Abigail Byman
Notary Public

Commission Expires

89146894

Property of Cook County Clerk's Office

BOX NO.

SECOND MORTGAGE
Trust Deed

TO



Abigail Byman
Office of the General Counsel
Loyola University of Chicago
620 North Michigan Avenue
Chicago, Illinois 60611

GEORGE E. COLE
LEGAL FORMS

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RIDER

UNIT NUMBER 2N IN GLENWOOD MANOR CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 2 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 3 AND 4 IN L.C. PAINE FREER RECEIVER SUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 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 RECORDED AS DOCUMENT 25208075 AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of Cook County Clerk's Office
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