

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That ANN S. MCAULIFFE

(hereinafter called the Grantor), of 426 W. Barry - #206 Chicago, Illinois 60657
(No. and Street) (City) (State)

for and in consideration of the sum of One Dollars

in hand paid, CONVEY S. AND WARRANT S. to
Helen Larimore
of 561 W. Stratford - #5A Chicago, Illinois 60657
(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:
condominium property located at 426 W. Barry-#206 and related parking space designated by 426 W. Barry Condominium Association. Legal description to be attached.

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: 14-28-105-082-1006
Address(es) of premises: 426 W. Barry - #206 Chicago, Illinois 60657

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

WHEREAS, The Grantor is justly indebted on this principal promissory note bearing even date herewith, payable in the amount of \$4,300.00 in monthly installments of \$91.36, including principal and interest compounded monthly at 10% over five years beginning on December 15, 1987, with the first payment due January 15, 1988 and last payment due December 15, 1992.

No prepayment penalty shall be assessed for early payment of portion or all of indebtedness. Any such prepayment shall be applied to the outstanding principal balance.

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) 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 grantor 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 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 grantor 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 seven 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 60 days after the original due date of the first delinquent payment at seven per cent. per annum; shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as 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 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 grantor 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

IN THE EVENT of his 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 grantor or his successor in trust shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to the primary mortgage held on said property by Sears Mortgage Corporation - Schaumburg, Illinois

Witness the hand and seal of the Grantor this 17th day of December, 1987

Ann S. McAuliffe
Ann S. McAuliffe

(SEAL)

(SEAL)

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

This instrument was prepared by Ann S. McAuliffe - 426 W. Barry#206, Chicago, IL 60657
(NAME AND ADDRESS)

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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 Ann S. McSheliff

personally known to me to be the same person whose name Ann S. 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 17th day of December 1987

(Impress Seal Here)

Marionne Smiley
Notary Public

Commission Expires 10-24-89

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TO

BOX No. 158
SECOND MORTGAGE
Trust Deed

GEORGE E. COLE
LEGAL FORMS

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EXHIBIT A

LEGAL DESCRIPTION:

Unit No. 206 in the 426 W. Barry Condominium, as delineated on a survey of the following described real estate: Lot 19 and the West 1/2 of Lot 20 in Culvers Addition to Chicago, being a Subdivision of the South 20 Roads of the North 60 rods also the South 1/4 of the North East 1/4 of the North West 1/4 of Section 28, Township 40 North, Range 14 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 25997154; together with its undivided percentage interest in the common elements.

Permanent Tax Number: 14-28-105-082-1006

Property of Cook County Clerk's Office
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