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THIS INDENTURE, WITNESSETH, That **LAURENCE HAROLD MORAN**, divorced and not since remarried, a/k/a **LAURENCE H. MORAN**, (hereinafter called the Grantor), of the City of **Chicago** County of **Cook** and State of **Illinois**, for and in consideration of the sum of **ONE HUNDRED SEVENTY-SEVEN THOUSAND, FOUR HUNDRED SEVENTY-FIVE and NO/100** Dollars in hand paid, CONVEYS AND WARRANTS to **JANET M. GILLELAND**, f/k/a **JANET M. MORAN**, divorced and not since remarried, of the City of **DuPage** County of **DuPage** and State of **Illinois**, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 City of **Chicago** County of **Cook** and State of **Illinois**, to-wit:

See Legal Description Attached Hereto.

Permanent Index No.: 17-10-203-027-1154

Address of property: 233 E. Erie Street, Unit 2404, Chicago, IL

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 **LAURENCE HAROLD MORAN** a/k/a **LAURENCE H. MORAN** justly indebted upon **one** principal promissory note bearing even date herewith, payable not later than January 1, 1994, with 9% per annum interest.

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 prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts thereon; (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 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 the first Trustee or Mortgagee, and, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 to 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 and 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 seven 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 and costs 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 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 rights of 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.

IN THE EVENT of the death, removal from said County of the grantee, or of his resignation, refusal or failure to act, the **David S. Cochran** 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 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.

Witness the hand and seal of the Grantor this **12th** day of **December**, 19**88**.

This document prepared by and return to:

David S. Cochran, Esq.
921 Curtiss Street
Downers Grove, IL 60515
(852-8250)

LAURENCE HAROLD MORAN a/k/a **LAURENCE H. MORAN** (SEAL)



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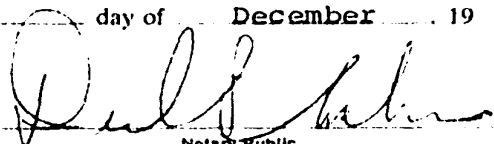
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STATE OF Illinois }
COUNTY OF Cook } ss.

I, David S. Cochran, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAURENCE HAROLD MORAN, divorced and not since remarried, a/k/a LAURENCE H. MORAN 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 he signed, sealed and delivered the said instrument as his 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 notarial seal this 12th day of December, 19 88.

(Impress Seal Here)


Notary Public

Commission Expires 4/17/90

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BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

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PARCEL 1: Unit No. 2404 in Streeterville Center Condominium as delineated on survey of the following: All of the property and space lying above and extending upward from a horizontal plane having an elevation of 119.30 feet above Chicago City Datum (and which is also the lower surface of the floor slab of the ninth floor, in the 26 story building situated on the parcel of land hereinafter described) and lying within the boundaries projected vertically upward of a parcel of land comprised of Lots 20, 21, 22, 23, 24 and 25 (except that part of Lot 25 lying West of the center of the party wall of the building now standing on the dividing line between Lots 25 and 26), together with the property and space lying below said horizontal plane having an elevation of 119.30 feet above Chicago City Datum and lying above a horizontal plane having an elevation of 118.13 feet above Chicago City Datum (and which plane coincides with the lowest surface of the roof slab of the 8-story building situated on said parcel of land) and lying within the boundaries projected vertically upward of the South 17.96 feet of the aforesaid parcel of land, all in the Subdivision of the West 394 feet of Block 32, except the East 14 feet of the North 80 feet thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Streeterville Center Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017897; together with its undivided percentage interest in the common elements.

PARCEL 2: Easement for the benefit of Lot 25 of the right to maintain party wall as established by Agreement between Edwin B. Sheldon and Heaton Owsley recorded August 21, 1892 as Document Number 1715549 on that part of Lots 25 and 26 in Kinzie's Addition aforesaid occupied by the West 1/2 of the party wall, all in Cook County, Illinois.

PARCEL 3: All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017894, as granted for the benefit of Parcel 1, by a Deed from American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated December 11, 1980 and known as Trust No. 51534 to Wendy Young dated October 1, 1981, and recorded October 2, 1981, as Document Number 26017895.

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