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TRUST DEED SECOND MORTGAGE (ILLINOIS)

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85 WASH ST
CHICAGO

THIS INDENTURE WITNESSETH, That Mark W. Miller, A SINGLE MAN
Debbi M. Doniger and Irving Doniger MARRIED TO
A SINGLE WOMAN (hereinafter called the Grantor), of BERNICE DONIGER

89174993

320 W. Illinois St., Chicago, Ill.
(No. and Street) (City) (State)

for and in consideration of the sum of Eighty-Five hundred
(\$8,500.00) Dollars

in hand paid, CONVEY AND WARRANT to

Arnold J. Cogan
of 1100 W. Monroe Street, Chicago, Illinois 60607.
(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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Legal description attached hereto as Exhibit "A"

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): 17-04-424-051-1477

Address(es) of premises: Unit 9K, 1030 N. State St., Chicago, Illinois

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

WHEREAS, The Grantor is justly indebted upon 000 principal promissory note bearing even date herewith, payable to the order of Arnold J. Cogan in the amount of \$8,500.00 in installments of seventy-eight dollars and fourteen cents (\$78.14) on the seventh day of May, 1989, and seventy-eight dollars and fourteen cents (\$78.14) on the seventh day of each month thereafter, to and including the seventh day of March, 1994, with a final payment of the balance due on the 7th day of April, 1994, with interest on the principal balance from time to time unpaid at the rate of ten and one-half per cent (10 1/2%) per annum, payable at the office of Arnold J. Cogan at 1100 W. Monroe Street, Chicago, Illinois, 60607.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 done; (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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee or 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 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 11 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 11 per cent per annum, shall be recoverable by foreclosure in law, 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, a notary public'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 and against the 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, and 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: Mark W. Miller, Debbi M. Doniger and Irving Doniger

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 Barbara J. Cogan 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 Trust Deed in favor of Chase Home Mortgage Corp.

Witness the hand and seal of the Grantor this 7th day of April, 1989.

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

Mark W. Miller
Mark W. Miller

Debbi M. Doniger (SEAL)
DEBBI M. DONIGER

Debbi M. Doniger, as attorney in fact for (SEAL)
DEBBI M. DONIGER Irving Doniger

This instrument was prepared by

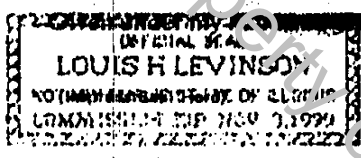
Benjamin B. Goldberg (NAME AND ADDRESS)
77 W. Washington St., Chicago, Ill.

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Louis H. Levinson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark W. Miller, Debbi M. Doniger and Irving Doniger ^{a single man a single woman} by his attorney in fact - DEBBI DONIGER, married to Bernice Doniger personally known to me to be the same person s whose name s 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.



Official seal this 7th day of April, 1989.

Louis H. Levinson
Notary Public

Commission Expires 11/3/90

69174993

Property of Cook County Clerk's Office



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

Mailed to:
Benjamin Gellert
777 W Washington
Suite 609
Chicago, IL 60607
GEORGE E. COLE'S
LEGAL FORMS

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EXHIBIT "A"

PARCEL 1:

Unit 9-K together with its undivided 0.1448% percent interest in the common elements in Newberry Plaza Condominium as delineated and defined in the Declaration recorded as Document No. 25773994, being in the east one-half of the southeast quarter of Section 4, and the south fractional quarter of Section 3, Township 39 North, Range 14, east of the third principal meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the reciprocal easement and operating agreement ("Operating Agreement") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25773375 for the purpose of ingress and egress.

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AFFIDAVIT

TO: GREATER ILLINOIS TITLE COMPANY
RE: YOUR FILE (AND TITLE COMMITMENT) NO. 474079

WITH REGARD TO THE EXERCISE OF THE POWER OF ATTORNEY TO EXECUTE THE MORTGAGE ~~POWER~~ CONVEYING THE LAND DESCRIBED IN THE SUBJECT TITLE COMMITMENT THE UNDERSIGNED DOES STATE AND AVER THAT THE POWER OF ATTORNEY WAS IN FULL FORCE AND EFFECT AT THE TIME OF EXECUTION THEREOF.

Debra Dwyer

SUBSCRIBED AND SWORN BEFORE
ME THIS 11th
DAY OF April,
1987.

Shelley Bodwell (SEAL)
NOTARY PUBLIC



89174993

DEPT-01 \$14.25
TH1111 TRAN 0770 04/20/89 07:48:00
#2730 # A *89-174993
COOK COUNTY RECORDER

89174993

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14.05

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2017/03/23

COOK COUNTY CLERK'S OFFICE
110 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM

2017/03/23

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