

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

OFFICIAL BUSINESS

90559744

Stan J. Janusz  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201

CAUTION: Consult a lawyer before using or filing under this form.  
All warranties, including merchantability and fitness, are excluded.

REAL ESTATE INDEX GROUP

THIS INSTRUMENT WITNESSETH that Frank & Diana Alsberg  
His Wife as Joint Tenants

(hereinafter called the Grantor), of 1331 Washington  
Street, Evanston, IL



for and in consideration of the sum of Nine Thousand Seven  
Hundred Ninety-nine and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to City of Evanston  
Housing Rehabilitation Department  
of 2100 Ridge Avenue, Evanston, IL

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

Lot fifteen (15) in Block seven (7) in Pitner and Son's Second Addition to South  
Evanston in Section Twenty-four (24), Township forty-one (41) North, Range  
thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.  
P.I.N. #10-24-403-016  
Commonly known as 1331 Washington Street, Evanston, Illinois

DEPT-CLERK  
185555 TRAN 9746 11/15/90 14141000  
#8701 + E \* - 90 - 559744  
COOK COUNTY RECORDER

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 is justly indebted upon said principal promissory note bearing even date herewith, payable

Nine Thousand Seven Hundred Ninety-nine and 00/100 (\$9,799.00) amortizing loan at  
0% interest for 10 years with payments of Eighty-one dollars and 65/100 (\$81.65)  
per month.

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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 rebuild or replace 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, which policies shall be left and remain with the first 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 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 all money so paid, the Grantor agrees to repay immediately  
without demand, and the same with interest thereon from the date of payment of said **zero (0)** 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 **zero (0)** 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 documenting 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 grantee or any holder of this 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 else 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 said premises.

The name of a record owner is Frank and Diana Alsberg

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  
City of Evanston 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 Note of Same Date

Witness the hand and seal of the Grantor this 14th day of November, 1990

Frank Alsberg (SEAL)  
Frank Alsberg

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

Diana Alsberg (SEAL)  
Diana Alsberg

This instrument was prepared by Matthew Palek, City of Evanston, 2100 Ridge Ave, Evanston, Ill.  
(NAME AND ADDRESS)

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# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Stan J. Janusz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank and Diana Alsberg

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 14th day of November, 1990.

(Impress Seal Here)



*Stan J. Janusz*  
Notary Public

Commission Expires

90559744

BOX No.

SECOND MORTGAGE

**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS