

SECOND MORTGAGE (ILLINOIS)

FORM NO. 2222
Rev. 1-1-68CAUTION: Consult a lawyer before using or acting under this form.
All taxes, fees, including attorney's fees and interest, are excluded.

THIS INDENTURE WITNESSETH, That Christine Samuels
formerly Christine Ware, 1043 Marrow
Avenue (hereinafter called the Grantor), of 1043 Marrow
(No. and Street) (City) (State)
for and is in consideration of the sum of Twenty Thousand and
00/100 Dollars
in hand paid, CONVEYS AND WARRANTS to CITY OF EVANSTON
Housing Rehabilitation Dept.
of 2100 Ridge Avenue Evanston, Illinois
(Name 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:

Lot 1, in Panoramic Homes Resubdivision of Lot 23 and the North one-half of Lot 22
in Block 2, in Elmer's Second Addition to Evanston, a Subdivision of the North
one-half of the Southwest Quarter of the Northeast quarter of Section 24, Township
41 North, Range 13 East of the Third Principal Meridian, Evanston, Illinois.

Commonly known as 1043 Marrow Avenue, Evanston, Illinois

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 having performance of the covenants and agreements herein.

WHEREAS, The Grantor is jointly indebted under said principal promissory note, bearing even date herewith, payable

to the City of Evanston

\$20,000.00 at 0% upon any transfer of title

P.I.N. #10-24-215-037

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and all interest thereon, therein 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 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 second, to the Trustee herein as their interests may appear, which policies shall be left and remain with these same 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 due, the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances of 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. 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 accrued 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 0 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 documenting evidence, stenographer's charges, cost of procuring or certifying 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 the 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 debt 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: Christine Samuels formerly Christine Ware

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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving its reasonable charges.

This trust deed is subject to Note of the same date

Witness the hand and seal on the 16 day of July, 1990

Christine Samuels

Christine Samuels

(SEAL)

(SEAL)

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

This instrument was prepared by Stan J. Janusz, Housing Rehabilitation Dept., 2100 Ridge Avenue
Evanston, Illinois 60201

Box 169

90358343

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DEPT-09 MISC \$1.00
703381 TRIM 2900 07/25/90 141-16700
67767 D 50-370-358343
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

RENTALS SERVED
P-7-1264

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

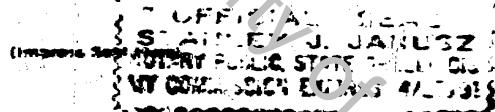
I, STANLEY J. JANUSZ

a Notary Public is and for said County, in the

State aforesaid, DO HEREBY CERTIFY that CALVIN L. COOPER

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 s/he 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 cancellation.

Given under my hand and official seal this 16th day of July, 1990.



Commission Expires 4/23/91

Stanley J. Janusz

80358342

BOX NO.

SECOND MORTGAGE
Trust Deed

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STANLEY L. COOPER
WMA, OMS