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THIS INDENTURE WITNESSETH, That **KATHERYN DUTENHAVER**,
divorced and not since remarried

(hereinafter called the Grantor), of
201 East Chestnut, Unit 18D, Chicago, IL 60611

for and in consideration of the sum of **Ten and no/100 (\$10.00)**
and other good & valuable consideration---- Dollars
in hand paid, CONVEY S AND WARRANT S to **MANDEL, LIPTON
AND STEVENSON LIMITED PROFIT SHARING TRUST**
of **33 N. Dearborn St., #2400, Chicago, IL 60602**

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

SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF

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: **17-03-227-018-1092**
Address(es) of premises: **201 East Chestnut, Unit 18D, Chicago, Illinois 60611**

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

WHEREAS The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable to the order of and delivered to the Trustee, in and by which Note the Grantor promises to pay the said principal sum and interest at the rate and in installments as provided in said Note with the final payment on the balance due due on the first day of August, 1993 and all of said principal and interest are made payable at such place as the holders of the Note from time to time in writing appoint, and in absence of such appointment, then at the office of the Trustee, Mandel, Lipton and Stevenson Limited Profit Sharing Trust, 33 North Dearborn Street, Suite 2400, Chicago, Illinois 60602

In the event of a sale of the property, transfer or assignment of the beneficial interest of a Trust, the remaining principal balance plus all accrued interest shall be immediately due and payable.

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 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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force and effect until the said Mortgage or Trustee under the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time of time when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the principal or 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 file 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 _____ percent 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 **18** percent 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 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release heretofore 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 person 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 **Katheryn Dutenhaver**
Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 **first mortgage to Ashville Federal Bank, Federal Savings Bank**

Witness the hand and seal of the Grantor this **1st** day of **October**, 19**91**

Katheryn Dutenhaver
KATHERYN DUTENHAVER (SEAL)

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

(SEAL)

This instrument was prepared by **Jacqueline Steffens, MANDEL, LIPTON AND STEVENSON LIMITED,**
(NAME AND ADDRESS)

33 North Dearborn Street, Suite 2400, Chicago, Illinois 60602

DEF-01 REC'D 0189 \$10.50
1991 OCT 17 10:00 AM 11-00
91516430
COOK COUNTY RECORDER
DEF-01 RECORDED \$14.00
1991 OCT 17 10:00 AM 11-00
91516430
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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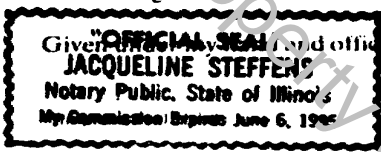
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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, JACQUELINE STEFFENS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

KATHERYN DUTENHAVER, divorced and not since remarried 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 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 1st day of October, 1991.

Jacqueline Steffens
Notary Public

Commission Expires June 6, 1991

Property of Cook County Clerk's Office

BOX No. 91510000

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

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UNIT 18-D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOTS 60, 61, 81 AND 82 (EXCEPT THE SOUTH 64 FEET OF LOTS 81 AND 82) IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM AS DOCUMENT NUMBER 19472114 AND AS AMENDED FROM TIME TO TIME MADE BY LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 11107, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

Commonly known as: 201 East Chestnut, Unit 18D, Chicago IL 60611

PIN: 17-03-227-018-1092

Mail To
MANDEL, LIPTON AND STEVENSON
LIMITED
33 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602
236-7080

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