

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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13<sup>00</sup>m

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91645822

THIS INDENTURE WITNESSETH, That JOSEPH J. HICKS, a bachelor

(hereinafter called the Grantor), of 2225 N. Halsted St., Unit G-6, Chicago, IL 60614

for and in consideration of the sum of Ten and 00/100 (\$10.00) --- Dollars

in hand paid, CONVEY S AND WARRANT S to ADRIANA ZIC GROELING

of 6042 Crain, Morton Grove, IL 60053

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

Above Space For Recorder's Use Only

and State of Illinois, to wit: UNIT NUMBER G-6 IN THE 2225 NORTH HALSTED CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 13, 14, 15, 16 AND 17 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 91645822, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, hereby releasing and waiving all rights under said title of the homestead exemption laws of the State of Illinois IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 14-33-107-047-1006

Address(es) of premises: 2225 N. Halsted, Unit G-6, Chicago, IL 60614

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

WITH REAS: The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable to the order of Adriana Zic Groeling at the address aforesaid or at such other address as designated by the holder of such note in the principal amount of Nine Thousand Three Hundred and 00/100 (\$9,300.00) Dollars payable in accordance with the terms of the note, said balance to be amortized over thirty (30) years with interest to be charged on the unpaid balance from time to time at the rate of 10.5(%) percent per annum and the full amount of the unpaid principal and interest balance due on December 1, 1996. Interest to be charged may be adjusted annually under the note.

THE TRUST DEED SECURING THIS NOTE IS A SECOND LIEN ON THE PREMISES CONVEYED THEREBY AND IS SUBJECT TO THE LIEN OF ANOTHER ON THE SAME DATED DECEMBER 5, 1991 RECORDED AS DOCUMENT 91645820

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 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 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 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 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 the rate of fourteen 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 fourteen 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 hereon, including reasonable attorney's fees, outlays for documentary stamp duty, stenographer's charges, cost of procuring or compiling abstract showing whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by 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 right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of such 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 JOSEPH J. HICKS

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

Richard Groeling

and if for any like cause the 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 trustee for 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 a first lien mortgage in the principal amount of \$46,500.00

in favor of WASHTENAW MORTGAGE

Witness the hand and seal of the Grantor this 5th day of December 1991

JOSEPH J. HICKS

(SEAL)

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

(SEAL)

MAIL TO: ↓

This instrument was prepared by Douglas G. Felder, 100 N. LaSalle St., Suite 600, Chicago, IL 60602 (NAME AND ADDRESS)

100-1-333-

91645822

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, DOUGLAS G. FELDER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH J. HICKS, a bachelor

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 official seal this 5<sup>th</sup> day of December, 19 91.

(Impress Seal Here)

*Douglas G. Felder*  
Notary Public

Commission Expires 10-29-92

1991 DEC 9 PM 3:00

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91615822

BOX No.

SECOND MORTGAGE

**Trust Deed**

JOSEPH J. HICKS

TO

ADRIANA ZIC GROELING

GEORGE E. COLE  
LEGAL FORMS