

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH That Michael Blyth and Macon W. Blyth, Husband and Wife

(hereinafter called the Grantor), of 2311 Central Park Avenue Evanston Illinois

for and in consideration of the sum of Thirty Thousand (\$30,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Ben Karlson and Susan K. Karlson of 1815 Central St. Evanston Illinois

DEPT-01 RECORDING \$13.00 TR2222 TRAN 4395 07/22/91 10:04:00 #9452 # B # -91-362578 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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 14 in Arthur T. McIntosh's Addition to Centralwood in the North Half of the West Half of the West Half of the South East Quarter of Section 11, Township 41 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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) 10-11-404-008

Address(es) of premises: 2311 Central Park, Evanston, Illinois 60201

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

WHEREAS, The Grantor is justly indebted to principal mortgage note bearing even date herewith, payable to

Nottage & Ward and Kalchein, Schatz & Berger as escrowees for Ben Karlson and Susan K. Karlson in sum of Thirty Thousand (\$30,000.00) Dollars due One Year from date hereof with interest at 8% payable monthly.

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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 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 of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in force 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 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 the rest thereon from time of such breach at 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 documents, 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 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: Michael Blyth & Macon Blyth

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

Named Successor of Ben Karlson & Susan K. Karlson in Cook 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 Covenants and Restrictions of Record

Witness the hand and seal of the Grantor this 22 day of July, 1991

Signature of Macon W. Blyth (SEAL)

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

Signature of Michael L. Blyth (SEAL) By Macon W. Blyth, attorney in fact

This instrument was prepared by Kathleen Rend Ward, 2415 Ridgeway, Evanston, IL 60201 Patricia M. Henamy, 801 W. Touhy Ave, Park Ridge, IL 60068 Janice Silvestri, 1603 Orrington, #1190, Evanston, IL 60201

Handwritten number 13

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# UNOFFICIAL COPY

STATE OF Ill. }  
COUNTY OF Cook } ss.

I, Alan Shultz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Blyth & Macon W. Blyth husband & wife

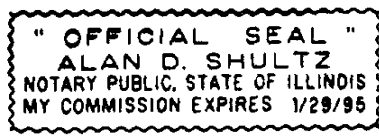
personally known to me to be the same person s. et c. whose name s. et c. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of possession.

Given under my hand and official seal this 22<sup>nd</sup> day of July, 19 91.

(Impress Seal Here)

Alan Shultz  
Notary Public

Commission Expires \_\_\_\_\_



Property of Cook County Clerk's Office

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BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TO \_\_\_\_\_

RETURN TO:  
BOX 272  
JKS

GEORGE E. COLE  
LEGAL FORMS