

TRUST DEED

SECOND MORTGAGE (ILLINOIS)

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92741352

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THIS INDENTURE WITNESSETH, That Robert E. Ettelson
and Shirley Ettelson, his wife
(hereinafter called the Grantor), of Chicago, Illinois
161 E. Chicago Ave. #38D, Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Four Hundred Thousand and
00/100 (\$400,000.00) Dollars

in hand paid, CONVEY S AND WARRANTS to Shirley
Ettelson
of 161 E. Chicago Avenue #38D Chicago, Illinois
(No. and Street) (City) (State)

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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:

See Exhibit A 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: 17-10-200-068-1110 and 17-10-200-068-1111
Address(es) of premises: 161 East Chicago Avenue, Chicago, Illinois 60610

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted up on a principal promissory note bearing even date herewith, payable in the principal amount of \$400,000.00 with interest on unpaid principal accruing from the date of said promissory note, as follows:

Interest only shall be payable in consecutive monthly installments on the 1st day of each month beginning November, 1992, until the promissory note is paid in full.

IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE PARTIES THAT THIS TRUST DEED SECOND MORTGAGE IS SUBORDINATED TO THE FIRST MORTGAGE OF BRUCE D. KENNARD IN THE SUM OF \$ 400,000, given by Robert G. Ettelson and Shirley L. Ettelson, dated October 1, 1992 and recorded _____, 1992 as Document Number _____.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as set forth in 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 the said 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. *** 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 *** percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same of 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 document preparation, 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 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when a 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 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: Robert G. Ettelson and Shirley L. Ettelson

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 _____ of said County is hereby appointed to be first successor in this trust; and if for any like cause said 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 _____

Witness the hand and seal of the Grantor this 1st day of October, 1992.

Robert E. Ettelson (SEAL)
Robert E. Ettelson

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

Shirley Ettelson (SEAL)
SHIRLEY ETTELSON

This instrument was prepared by Kathleen A. Swien, Winston & Strawn, 25 W. Wacker Drive, Chicago, IL 60601
(NAME AND ADDRESS)

- *** 5% of the overdue amount
- ** and any other monies advanced by Grantee or holder of said indebtedness to protect the mortgaged premises and the lien thereof.
- * which continues for 3 days after written notice to Grantor,

13-92-730-06 39300

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, KATHY L. KORY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert E. Etelson and Shirley Etelson, husband and wife

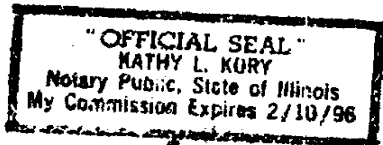
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 1st day of October, 1992.

(Impress Seal Here)

Kathy L. Kory
Notary Public

Commission Expires 2-10-96



1992 OCT -6 AM 11:58

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BOX No. _____

SECOND MORTGAGE
Trust Deed

TO

BOX 333 - JH

Return to: Bernard T. Wall
Winston + Strawn
35 N. Walker Drive
Chicago, IL 60606

GEORGE E. COLE
LEGAL FORMS

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EXHIBIT A

PARCEL 1:

UNIT 38D AND 38E IN 161 CHICAGO AVENUE EAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF VARIOUS LOTS IN OLYMPIA CENTRE SUBDIVISION OF VARIOUS LOTS AND PARTS OF VACATED ALLEYS IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85080173 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, SUPPORT AND UTILITIES INCLUDING EASEMENTS FOR OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF ELEVATOR PITS, SHAFTS, EQUIPMENT, ETC., ALL AS DEFINED AND DECLARED IN DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS FOR OLYMPIA CENTRE DATED JUNE 27, 1985 AND RECORDED JUNE 27, 1985 AS DOCUMENT 85080146 OVER AND ACROSS VARIOUS LOTS AND PORTIONS OF LOTS IN OLYMPIA CENTRE SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Office of Cook County Clerk's Office

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