

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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CAUTION: Consult a lawyer before using or acting under this form
All warranties, including merchantability and fitness, are excluded

52389650

THIS INDENTURE WITNESSETH, That Joshua Schwartz, a
person never married

(hereinafter called the Grantor), of 5316 South
Kimbark, Chicago, Illinois 60615
(No. and Street) (City) (State)

for and in consideration of the sum of TEN THOUSAND TWO HUNDRED
DOLLARS (\$10,200) Dollars

in hand paid, CONVEYS AND WARRANTS to Michael D.
Strong

of Post Office Box 298, Homer, Alaska 99603
(No. 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

Above Space For Recorder's Use Only

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SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

The lien of this trust deed is subject and subordinate to the lien of a certain
mortgage dated June 1, 1992 in favor of Bank One, Chicago, given by the undersigned to
secure his note in the principal amount of \$52,500.00, which mortgage was recorded in
the Cook County Recorder's office as document no. 92 38 96 48

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 securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted up in his principal promissory note bearing even date herewith, payable
to Michael D. Strong and Mally C. Strong with interest at nine (9) per cent per annum
to the principal amount from time to time outstanding, in installments as follows:
\$103.46 on the first day of July 1992 and \$103.46 on the first day of each succeeding
month until and including May, 1997 with a balloon payment of the entire remaining
principal balance and accrued interest due on the first day of June 1997. The note
secured by this trust deed may be prepaid in whole or part at any time without penalty.

SEE ATTACHED RIDER ADDITIONAL TO THIS MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 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 _____ 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 interest 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. A if any 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 proceeding whether decree of sale shall have been entered or not, shall not be dismissed, nor released 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 said premises.

The name of a record owner is: Joshua Schwartz

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

Mally C. Strong 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 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 1 day of June 1992

Address of Property:
5316 South Kimbark, Unit 3
Chicago, Illinois 60615

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

[Signature] (SEAL)

(SEAL)

This instrument was prepared by Raymond J. Behrendt, 150 South Wacker, Chicago, Illinois 60606
P.I.N. #20-11-413-020-1021 (NAME AND ADDRESS)

5316 S. KIMBARK
CHICAGO

Handwritten notes on the left margin: 444, 64959679, 365679, 8718, 17A, 959679, 43

52389650

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joshua Schwartz, a person never married

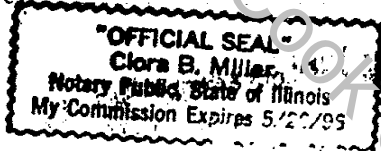
personally known to me to be the same person... whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the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

Given under my hand and official seal this 18 day of June, 1992.

(Impress Seal Here)

[Handwritten Signature]
Notary Public

Commission Expires



BOOK OF
FILE

1992 JUN 8 PM 3:03

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Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

BOX 301

MAIL TO:

RAYMOND J. BEIRENDT, ATTY
150 S. WACKER
SUITE 500
CHICAGO, ILL 60606

GEORGE E. COLE
LEGAL FORMS **05968835**

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LEGAL DESCRIPTION

UNIT NUMBER 5316/3, IN FOUR CORNERS II CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4 AND THE EAST 12 FEET OF LOT 5 IN FRANCIS SCHELL'S RESUBDIVISION OF BLOCK 26 IN KIMBARK'S ADDITION TO HYDE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 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 24875193, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

92389650

Cook County Clerk's Office