

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That 212 NORTH CANAL ASSOCIATES, an Illinois general partnership (hereinafter called the Grantor), of 549 W. Randolph St., Chicago IL (No and Street) (City) (State) for and in consideration of the sum of THREE HUNDRED FIFTY THOUSAND and 00/100 (\$350,000.00) Dollars in hand paid, CONVEY AND WARRANT to HAROLD M. MAYER of 47-305 Vintage Drive East Indian Wells CA (No and Street) (City) (State) as Trustee, and in 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:

DEPT-01 RECORDING \$25.50  
T05555 TRAN 9574 08/26/93 13:05:00  
#2943 S # - 93 - 679841  
COOK COUNTY RECORDER

93679841

Above Space for Recorder's Use Only

SEE EXHIBIT "A" ATTACHED HERETO

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) 17-09-317-003, 17-09-317-004, 17-09-317-005  
Address(es) of premises: 210 - 212 NORTH CANAL STREET, CHICAGO, ILLINOIS

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

On June 30, 1993, to bear interest at the rate of nine percent (9%) per annum payable quarterly.

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 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 they 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment nine 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 nine 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 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 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 reserves 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 is: J. BRIAN PIERCE

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 ROBERT O. MAYER 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 a first mortgage of Midwest Trust & Savings Bank of \$670,000.00

Witness the hand and seal of the Grantor this 19<sup>th</sup> day of February, 1993.

Please print name and address below signature

212 NORTH CANAL ASSOCIATES (SEAL)  
an Illinois general partnership  
By: J. Brian Pierce, a partner (SEAL)

This instrument was prepared by J. BRIAN PIERCE, 549 W. Randolph, #750, Chicago, IL (NAME AND ADDRESS)

93679841

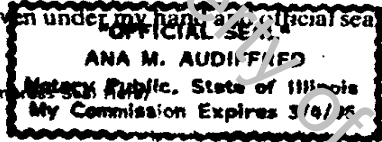
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STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, ANA M AUDIFFRED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J POKIAN PIERCE

IDENTIFIED  
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 19th day of FEBRUARY, 1993



Ana M Audiffred  
Notary Public

Commission Expires 3/4/96

Cook County Clerk's Office

BOX No. 936798-11  
SECOND MORTGAGE  
**Trust Deed**

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TO  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
GEORGE E. COLE  
LEGAL FORMS

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## EXHIBIT "A"

### PARCEL 1:

THE NORTH HALF OF LOT 5 (EXCEPT THAT PART THEREOF TAKEN FOR MILWAUKEE AVENUE) IN BLOCK 23 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL THAT PART OF LOT 8 LYING NORTHEASTERLY OF MILWAUKEE AVENUE IN BLOCK 23 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 8 LYING NORTHEASTERLY OF NORTH MILWAUKEE AVENUE AND BELOW A HORIZONTAL PLANE WHOSE ELEVATION IS 49 FEET BELOW CHICAGO CITY DATUM (-49.0 CHICAGO CITY DATUM) AND LYING BETWEEN THE LINES OF THE AFORESAID DESCRIBED PROPERTY PROJECTED VERTICALLY DOWNWARD TO THE CENTER OF THE EARTH IN CHICAGO ALSO EXCEPT THAT PART OF SAID SOUTH HALF OF LOT 5 LYING NORTHEASTERLY OF NORTH MILWAUKEE AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT FOR A DISTANCE OF 20 FEET; THENCE WEST FOR A DISTANCE OF 7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT WHICH IS 10 FEET WEST OF THE EAST LINE AND 12 FEET NORTH OF THE SOUTH LINE OF SAID LOT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE INTERSECTION OF THE EAST AND WEST CENTER LINE OF SAID LOT WITH THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF NORTH MILWAUKEE AVENUE TO THE SOUTH LINE OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST CORNER THE PLACE OF BEGINNING AND BELOW A HORIZONTAL PLANE WHOSE ELEVATION IS 49 FEET BELOW THE CHICAGO CITY DATUM (-49.0 CHICAGO CITY DATUM) AND LYING BETWEEN THE LINES OF THE AFORESAID DESCRIBED PROPERTY PROJECTED VERTICALLY DOWNWARD TO THE CENTER OF THE EARTH IN CHICAGO AS CONDEMNED FOR SUBWAY PURPOSES IN A PETITION FILED ON SEPTEMBER 20, 1939 IN CASE 39C6189, CIRCUIT COURT OF COOK COUNTY, IN COOK COUNTY, ILLINOIS.

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