

THIS MORTGAGE IS SUBJECT AND  
SECOND IN DATE TO THE MORTGAGE  
DATED SEPTEMBER 9, 1993 BY  
FIRST BANK AND TRUST COMPANY  
OF ILLINOIS RECORDED AS  
DOCUMENT NUMBER 93750420

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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Hand

THIS INDENTURE WITNESSETH that First Bank and Trust Company of Illinois, as Trustee under Trust Agreement, dated 10-17-93 August 31, 1993 (hereinafter called the Grantor), of 300 East Northwest Highway, Palatine, Illinois 60067

7456595 AB L

for and in consideration of the sum of Forty Thousand (\$40,000) and NO/100 Dollars

in hand paid, CONVEYED AND WARRANTED to Ronald Saltz

of 461 Stone Place, Wheeling, Illinois 60090

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

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and State of Illinois, to-wit:

Lot 43 in the Subdivision of Block 5 in William Lill and Heira of Michael Diversey's Division of the Southwest 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 14 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): 14-29-126-041

Address(es) of premises: 1510 West Wolfram, Chicago, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS The Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable upon maturity on or before September 31, 1994.

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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 repair buildings or improvements on said premises that may have been destroyed or damaged. (4) that waste to said premises shall not be committed. (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 Trustee of Mortgage, 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 of the prior incumbrances, the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or change 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 at 20 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 interest on 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 20 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 payable or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, telegrapher'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 writ of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the cost 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 renounces 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 Grantor of said County, or of his resignation, refusal or failure to act, then in THE EVENT of the death or removal of said Cook County of the grantee, or of his resignation, refusal or failure to act, then Beth Saltz of said County is hereby appointed to be first successor in this trust.

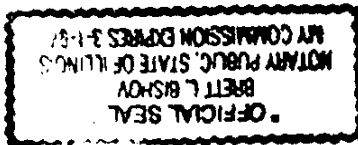
and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to that certain first priority lien of First Bank and Trust Company of Illinois

Witness the hand and seal of the Grantor this 9th day of September, 1993

THIS MORTGAGE IS SUBJECT AND SECOND MORTGAGE

# UNOFFICIAL COPY



NOTARY PUBLIC BRETT L. BISHOV

GIVEN under my hand and notarial seal, this 9TH day of SEPTEMBER, 1993.

I, BRETT L. BISHOV, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL J. KALITOWSKI, Assistant Trust Officer and MICHAEL G. WINTER, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

Assistant Trust Officer

ATTEST:

Assistant Trust Officer

BY:

FIRST BANK AND TRUST COMPANY OF ILLINOIS  
(formerly known as First Bank and Trust Company, Palatine, Illinois), as Trustee  
under Trust No. 10-1771 and  
not individually.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally but as Trustee under the provisions of a Trust Agreement dated AUGUST 11, 1993 and known as Trust Number 10-1771, has caused these presents to be signed by its Assistant Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 9TH day of SEPTEMBER, 1993.

THIS MORTGAGE is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not individually, but solely as Trustee (and said First Bank and Trust Company of Illinois hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained or in said Note contained shall be construed as creating any liability on the said party of the first part or on said First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) individually to pay the said Note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by said part of the second part and by every person now or hereafter claiming any right or security hereunder, and so far as the part of the first part and its successor and First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) individually are concerned, the legal holder or holders of said Note and any persons to whom any indebtedness may be due hereunder shall solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided.

224055255

(SEAL)

WHICH IS MADE A PART HEREOF

SEE NEXT CONTINUING PAGE FOR FULL TEXT OF INSTRUMENT

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STATE OF Illinois  
COUNTY OF Cook

ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald Saltz

personally known to me to be the same person whose name he 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 reinstatement.

Given under my hand and official seal this \_\_\_\_\_ day of September, 1993.

(Impress Seal Here)

Notary Public

Commission Expires

93750422

BOX NO. 93750422

SECOND MORTGAGE  
**Trust Deed**

TO

Made to Attn: Brad Kaplan  
Alasudin Furniture  
12 Wacker Dr  
Chicago 60601

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

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93750422

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of 463 Stone Place, Wheeling, Illinois 60090

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