

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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DEPT-01 RECORDING \$25.50
T#0888 TRAM 0020 11/29/93 13:26:00
#2351 # 93-969237
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THIS INDENTURE WITNESSETH, That Jacqueline Tambi and Daniel Madura

(hereinafter called the Grantor), of 2724 North Dayton (Unit D) Chicago, IL

for and in consideration of the sum of \$100,000.00 Dollars

in hand paid, CONVEY S AND WARRANT S to Dawn Tambi and Brian Tambi of 30 North Rue Foret, Lake Forest, IL

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 ATTACHED SHEET.

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) 14-29-406-028-0000

Address(es) of premises: 2724 N. Dayton (Unit D), Chicago, IL

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

WHEREAS, The Grantor is justly indebted upon 1 principal promissory note bearing even date herewith, payable

\$100,000.00 plus interest on demand
COOK COUNTY RECORDING
MORTGAGE
EXPIRES 11/29/93

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 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 6 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 9 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as 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, nor 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.

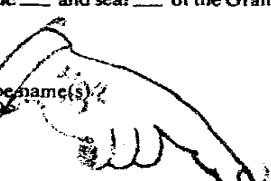
The name of a record owner is Jacqueline Tambi and Daniel Madura

XXXXXX I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS 29th DAY OF NOVEMBER 1993 AT CHICAGO, ILLINOIS. My Commission Expires 11/29/93

This trust deed is subject to a first mortgage

Witness the hand and seal of the Grantor this 5th day of November, 1993

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



Jacqueline M. Tambi (SEAL)
Jacqueline Tambi

Daniel Madura (SEAL)
Daniel Madura

This instrument was prepared by Roger A. White, Esq., 21 North Skokie Hwy., Lake Bluff, Illinois 60044

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STATE OF ILLINOIS
COUNTY OF LAKE

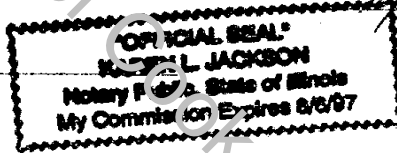
ss.

I, KAREN L. JACKSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACQUELINE TAMBI and DAVID MADURA

personally known to me to be the same person s whose name s 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 5th day of November, 1993.

(Impress Seal Here)



Karen L. Jackson
Notary Public

Commission Expires _____

73269636

County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

73269636

TO

GEORGE E. COLE
LEGAL FORMS

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UNITS D IN THE 2724 NORTH DAYTON CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 44 AND THE NORTH 1/2 OF LOT 45 IN SUBDIVISION OF BLOCK 3 OF BERGMAN'S SUBDIVISION OF THE WEST 3/4 OF OUTLOT 9 OF CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 15, 1993 AS DOCUMENT 93550321, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

County of Cook County Clerk's Office

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