

# UNOFFICIAL COPY

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That JOHN C. FITZPATRICK, a  
bachelor

93979546

(hereinafter called the Grantor), of 6950 Forest  
Preserve Dr., Unit 304 Norridge IL  
(No. and Street) (City) (State)

DEPT. OF RECORDS & CLERK  
132777 LEAD 2050 12761221 14100000  
12578 2-23-93 1279546  
COOK COUNTY RECORDER

for and in consideration of the sum of Ten (\$10.00) -----  
(Dollars)

in hand paid, CONVEYS AND WARRANTS to Vonachen, Lawless,  
Trager & Slevin  
of 456 Fulton St. Peoria IL  
(No. and Street) (City) (State)

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 ATTACHED LEGAL DESCRIPTION)

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): 13-18-319-038-1040

Address(es) of premises: 6950 Forest Preserve Dr., Unit 304, Norridge, IL

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements hereinafter set forth in a certain WHEREAS, The Grantor is justly indebted upon principal promissory note, bearing even date herewith, payable

Agreement to Purchase Assets and a \$50,000.00 Promissory Note and Stock Pledge Agreement and a Security Agreement and a Personal Guaranty of each of the foregoing, all dated October 1, 1993 and made by Grantor and/or LGE Acquisition Corporation.

93979546

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 \_\_\_\_\_ 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 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 decree of sale shall have been entered or not, shall not be dismissed, nor relas, 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 the said premises.

The name of a record owner John C. Fitzpatrick

IN THE EVENT of the death or removal from said \_\_\_\_\_ 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 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 30th day of November, 1993.

John C. Fitzpatrick (SEAL)  
JOHN C. FITZPATRICK

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

(SEAL)

This instrument was prepared by Charles M. Biggan, Esq., 33 N. LaSalle St., #2500, Chicago, IL

(NAME AND ADDRESS)

60602

25<sup>50</sup> BMR

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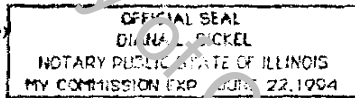
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, DIANA L. SICKEL, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that JOHN C. FITZPATRICK

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 30th day of November, 1993

(Impress Seal Here)



Diana L. Sickel  
Notary Public

Commission Expires \_\_\_\_\_

93979546

COOK County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS

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## LEGAL DESCRIPTION

PARCEL I.: UNIT NUMBER 304, IN NORRIDGE POINT CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT "A" (EXCEPT THE NORTH 703 FEET THEREOF AND EXCEPT STREETS) IN VOLK BROTHERS FIRST ADDITION TO MONTROSE AND OAK PARK AVENUE SUBDIVISION IN THE SOUTH HALF (1/2) OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, PART OF THE WEST 1548.80 FEET (EXCEPT THE NORTH 1430.40 FEET THEREOF) OF THE SOUTH WEST FRACIONAL QUARTER (1/4) NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM MADE BY RAY VENTURE, LTD., A CORPORATION OF ILLINOIS AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 25169891, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL II.: THE EXCLUSIVE RIGHT TO USE PARKING SPACE 24, A LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

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