

TRUSTED  
SECOND MORTGAGE (ILLINOIS)

34409070

FOR OFFICIAL USE ONLY  
City of Evanston  
Housing Rehabilitation Dept.  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Case #610-92

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Vivian Robinson, Darwin Santoro & Shirley Ann Robinson as tenants in common

(hereinafter called the Grantor), of 1031 Sherman / 1034 Custer Avenue, Evanston, Illinois 60202

for and in consideration of the sum of (\$20,000) Twenty Thousand Dollars & 00/100 Dollars in hand paid, CONVEY AND WARRANT to The City of Evanston, Housing Rehabilitation Department of 2100 Ridge Avenue, Evanston, Illinois 60201

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: That part of Lot 4 lying West of the Railroad (except Street) in Mayer's Subdivision of that part of Lot 6 lying West of the gravel road in the Assessor's Division of the North East Fractional Quarter and the East 32 rods of the North West quarter of Section 19, Township 41 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): 11-19-117-008  
Address(es) of premises: Commonly known as 1031 Sherman Avenue, Evanston, Illinois 60202 & 1034 Custer Ave.

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

To the City of Evanston, a Title Transfer Loan in the principal amount of \$20,000 at zero (0%) interest.

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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 repair 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 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 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 zero 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 agreement, 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 zero 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 correcting 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 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, 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Vivian Robinson, Darwin Santoro & Shirley Ann Robinson as tenants in common

IN THE EVENT of the death or removal from said said County of the grantee, or of his resignation, refusal or failure to act, then City of Evanston 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 3 day of MAY 1993

Darwin Santoro  
Darwin Santoro

Vivian Robinson (SEAL)  
Vivian Robinson

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

Shirley Ann Robinson (SEAL)  
Shirley Ann Robinson

This instrument was prepared by Matt Palak, 2100 Ridge Avenue, Evanston, Illinois 60201 (NAME AND ADDRESS)

R5-409 (94988)

23.50

# UNOFFICIAL COPY

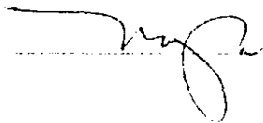
STATE OF ILL )  
COUNTY OF COOK ) SS.

I, MATT PALEK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VIVIAN POPANSKI, DORADIN SUTKO AND SHIRLEY ANN POPANSKI personally known to me to be the same persons whose names 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 preemption.

Given under my hand and official seal this 5 day of MAY, 1994.

(Impress Seal Here)

OFFICIAL SEAL  
MATTHEW PALEK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/1



Notary Public

Commission Expires 4-95

3-1109070

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS