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CAUTION: Consult a lawyer before using or acting on this instrument. It is not a warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Cole Taylor Bank as Trustee under Trust Agreement dated 10/24/75 and known as Trust No. 36631

(hereinafter called the Grantor), of 850 W. Jackson, Chicago, Illinois

for and in consideration of the sum of Ten and No/100 (\$10.05) and other good and valuable consideration

In hand paid, CONVEY AND WARRANT to the parties named in Exhibit A attached hereto and made a part hereof, as tenants in common (according to the percentages interests shown in Exhibit A)

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:

DEPT-01 RECORDING \$27.50
T00003 TRAM 9311 11/23/94 08:57:00
4214 EB -94-992369
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

See Exhibit B attached hereto and made a part hereof.

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: 14-06-107-016

Address(es) of premises: See Exhibit B attached hereto and made a part hereof.

IN TRUST, nevertheless, for the purpose of creating performance of the covenants and agreements herein, in the original principal amount WHEREAS, The Grantor is justly indebted in the following manner:

- (i) Dr. Donald L. Meccia, for \$40,000 dated October 1, 1993 and for \$40,000 dated August 31, 1994; (ii) Mark Ward for \$25,000 dated November 23, 1993; (iii) Dorothy Goode for \$25,000 dated January 19, 1994; (iv) Chris Kotsiopoulos for \$10,000 dated February 1, 1994; (v) Raymond L. Nissan and Howard A. Berkley for \$25,000 dated February 1, 1994; and (vi) Loran Meccia for \$10,000 dated August 31, 1994.

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; (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 Trust or 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 in order to pay the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 14 3/4 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 14 3/4 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 the date 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 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: Cole Taylor Bank as Trustee under Trust Agreement dated 10/24/75

IN THE EVENT of the death or resignation of the Grantor, the grantee or his successor, or failure to act, then the grantee or his successor in trust, or his successor in trust, 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 the covenants, conditions and restrictions of record as of the date hereof.

Witness the hand and seal of the Grantor this 22nd day of November, 1994.

Trustee: Exoneration Rider Attached Hereto And Made A Part Hereof and not individually COLE TAYLOR BANK, as Trustee as aforesaid (SEAL)

Please print or type names below signature(s)

By: [Signature] (SEAL) TRUST OFFICER JACKLIN ISHA

This instrument was prepared by: Friedren & Siner, by Mark S. Friedren, 200 W. Madison, Suite 2500, Chicago, IL 60606 (NAME AND ADDRESS)

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, MARITZA CASTILLO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH E. PIEKUT ASSISTANT VICE PRESIDENT
JACKLIN ISHA TRUST DEED

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 22ND day of NOVEMBER, 1974.



Maritza Castillo
Notary Public

Commission Expires

MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by COLE TAYLOR BANK, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said COLE TAYLOR BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said COLE TAYLOR BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said COLE TAYLOR BANK personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look 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 or by action to enforce the personal liability of the guarantor, if any.

BOX No.

SECOND MORTGAGE
Trust Deed

TO

94992369

31325368

GEORGE E. COLE
LEGAL FORMS

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EXHIBIT A

1. Dr. Donald L. Meccia of 1434 Baffin Road, Glenview, IL (46%)
2. Mark Ward, Jr., as Executor of the Estate of Mark Ward of 65 N. Sixth, Wheeling, IL (14%)
3. Dorothy Goode of 4545 W. Touhy, Lincolnwood, IL (14%)
4. Chris Kotsiopoulos of 627 Central, Deerfield, IL (6%)
5. Raymond L. Nissen and Howard A. Berkley of 9933 N. Lawler, Skokie, IL (14%)
6. Loran Meccia of 1434 Baffin Road, Glenview, IL (6%)

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EXHIBIT B

UNITS 6201-2, 6201-3, 6203-G, 6203-2, 6205-G, 6205-1, 6205-2, 6205-3, 2248-1, 2248-3, 2250-2 AND 2250-3 IN PROUDFOOTE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 17 IN BLOCK 8 IN WM L. WALLEN'S RESUBDIVISION OF THAT VACATED WM L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1917 IN BOOK 148 OF PLATS, PAGE 37 AS DOCUMENT NUMBER 6058897,

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 7, 1994 AS DOCUMENT NUMBER 94870550, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Address(es): 6201-05 N. Oakley, Chicago, Illinois
2248-50 W. Granville, Chicago, Illinois

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