

UNOFFICIAL COPY

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 **Vishvanath C. Karande** and **Swarup M. Karande**

(hereinafter called the **Grantor**), of **2934 Indianwood Drive, Wilmette, IL 60091**

for and in consideration of the sum of **Ten Dollars**

Dollars
in hand paid, CONVEY AND WARRANT to **Gleicher, Pratt, Miller, Karande & Associates, M.D.S.C.**

of **750 N. Orleans Street Chicago IL 60610**

Grantee **128 and Street**, and to his successors **128 and Street**, 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**

Lot 2 in Young's Resubdivision of part of the West 1/2 of the Southwest 1/4 of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Wilmette, 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: **05-29-316-062-0000**

Address(es) of premises: **2934 Indianwood Drive, Wilmette, Illinois 60091**

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 on demand,

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 to the first Trustee or Mortgagee, and second, to the ~~trustee~~ ^{successor} as their interests may appear, which policies shall be left and remain with the ~~first~~ ^{second} Mortgage 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 therein when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessment, 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment.

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 **8%** 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 record 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 burden upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor reduced hereafter 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~~ ^{mortgage}, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party holding under the Grantor, appoint a receiver to take ~~possession~~ ^{charge} of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is **Vishvanath C. Karande and Swarup M. Karande**

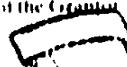
In the event of the death of record owner from said

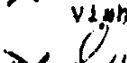
County of the grantee, or of his resignation, refusal or failure to act, then

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 grants to the party entitled, on receiving his reasonable charges.

This **Second Mortgage** in the principal sum of **\$526,000.00**,

Witness the hand and seal of the Grantor this **8th** day of **June**, **1985**


Vishvanath C. Karande


Swarup M. Karande

This instrument was prepared by **Michael D. Schlesinger, Robbins, Salomon & Patt, Ltd.,**
(NAME AND ADDRESS)
25 E. Washington Street, #1000, Chicago, IL 60602

DEPT-01 RECORDING	\$23.50
T45585 TRAN 2352 06/23/95 13:08:00	
#9328 + B.J. --95-406699	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$20.00

95406699

Above Space For Recorder's Use Only

and State of Illinois, to wit:

Please print or type names below signature(s)

Second Mortgage

UNOFFICIAL COPY

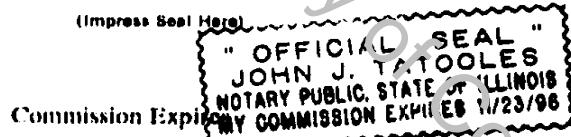
STATE OF Illinois }
COUNTY OF Cook } ss.

I, John J. Tatooles, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vishwanath C. Karande and Swapna M. Karande

personally known to me to be the same person* 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 8th day of June, 1995.

(Impress Seal Here)



Notary Public

SECOND MORTGAGE
Trust Deed
CHAMBERS
BOX NO. _____

To _____

GEORGE E. COLE
LEGAL FORMS