

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

95255298

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 David S. Dorn and Elizabeth Lennon, husband and wife

(hereinafter called the Grantor), of 3649 N. Marshfield Chicago IL  
(No. and Street) (City) (State)

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

in hand paid, CONVEY S. AND WARRANT S. in Ralph Tolan,  
Trustee of the Ralph Tolan Revocable Living Trust

of 4866 N. Magnolia Chicago IL  
(No. and Street) (City) (State)

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:

LOT 90 IN EUGENE E. PRUSSING'S ADDITION TO LAKEVIEW, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 7 ACRES THEREOF) IN SECTION 30, TOWNSHIP 40 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): 14-30-207-004-0000

Address(es) of premises: 1751 W. Fletcher, Chicago, IL

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

WHEREAS, The Grantor is justly indebted to on his principal promissory note bearing even date herewith, payable to Ralph Tolan in the amount of \$100,000.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

DEC 16 PM 2:52

04052675

THIS DOCUMENT IS BEING RECORDED  
TO CORRECT SCRIVENERS ERROR

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 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 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 the rate of 10 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 10 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 contacting 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 rescinded 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: David S. Dorn and Elizabeth Lennon

IN THE EVENT of the death or resignation from said Cook County of the grantee, or of his resignation, refusal or failure to act, then John W. Mauck 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 12th day of December, 1994  
Dated: April 12, 1995

Please print or type name(s) David S. Dorn  
below signature(s) Elizabeth Lennon  
Elizabeth Lennon

David S. Dorn (SEAL)  
Elizabeth Lennon (SEAL)

This instrument was prepared by Raymond P. Gordon, Esq., Gordon & Einstein, Ltd., 224 E. Ontario, Chicago, IL 60611  
(NAME AND ADDRESS)

Box 333 CT7

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JFK  
75 36 279 DI

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DEPT-01 RECORDING \$25.00  
140012 TRAN 3616 04/18/95 11:02:00  
29463 JM 95-255298  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

95255298  
04052675

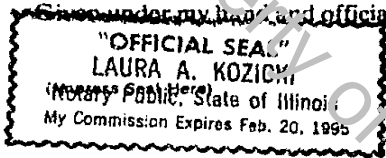
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, LAURA A. KOZICKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID S. DORN AND ELIZABETH LENNON

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 Homestead.

Given under my hand and official seal this 12th day of December, 1994.



Laura A. Kozicki  
Notary Public

Commission Expires 2/20/95

PROPERTY OF COOK COUNTY CLERK'S OFFICE

04052675

95255298

BOX No. \_\_\_\_\_

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE®  
LEGAL FORMS

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, Laura A. Kozicki, a Notary Public in and for said County in the State aforesaid, do hereby certify that on this 12th day of April, 1995, personally appeared before me David S. Dorn and Elizabeth Lennon, known to me to be the same persons whose names are subscribed to the foregoing Trust Deed and acknowledged that they signed the foregoing as their free and voluntary act.

Given under my hand and notarial seal this 12th day of April, 1995.

*Laura A. Kozicki*  
Notary Public

My commission expires February 20, 1999

(Seal)



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