

TRUST DEED
SECOND MORTGAGE (ILL. LIN. 013)

UNOFFICIAL COPY 68744853

1998-03-30 12:47:47
Cook County Recorder 47.50

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THIS INDENTURE WITNESSETH, That
MARC SHUMAN and AUDREE SHUMAN
(hereinafter called the Grantor), of
Chicago, IL

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

in hand paid CONNHY AND WARRANT to
SK BUILDERS, INC.
of 2042 N. Marshfield, Chicago, IL 60614

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:

Above Space For Recorder's Use Only

SEE LEGAL DESCRIPTION ATTACHED HERETO

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: 14-29-123-049-0000
Address(es) of premises: 1257 W. Oakdale, Chicago, IL

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 in monthly installments of \$577.20 through and including March, 1999.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, 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, or build or rebuild 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 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 change or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and the 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 _____ 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 18% 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 comparing 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 same be entered or not, shall not be dismissed, nor released 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 same premises.

The name of a record owner is: MARC SHUMAN and AUDREE SHUMAN

IN THE EVENT of the death or removal of 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 _____ first mortgage of First Bank and Trust Company of Illinois

Witness the hand _____ and seal _____ of the Grantor this 27th day of March, 1998

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

Marc Shuman (SEAL)
Audree Shuman (SEAL)

This instrument was prepared by Allen B. Glass, 223 W. Jackson #412, Chicago, IL 60606 (NAME AND ADDRESS)

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Allen Glass, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Marc Shuman and Audree Shuman
personally known to me to be the same person S 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.

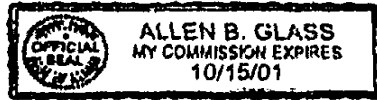
Given under my hand and official seal this 27th day of March, 1901

(Impress Seal Here)



Notary Public

Commission Expires 10/15/2001



BOX No. _____

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

LEGAL DESCRIPTION

OF

1257 WEST OAKDALE

CHICAGO, IL 60657

P.I.N. 14-29-123-049-0000

LOT 76 IN BLOCK 8 IN THE SUBDIVISION OF THAT PART LYING NORTHEAST OF THE CENTER OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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