

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

3742934

note identified 51179735 778c

CAUTION: Consider the terms 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 INSTRUMENT WITNESSETH, That MARIETTA J. COLSTON,  
a spinster

(hereinafter called the Grantor), of 1519 W. Rosemont  
Avenue, Chicago, Illinois

for and in consideration of the sum of SEVEN THOUSAND, ONE HUNDRED  
(\$7,100.00) Dollars

in hand paid, CONVEY AND WARRANT  
to JAMES J. DILLON  
of 2601 - 67th Avenue, St. Petersburg, Florida

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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

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: 14-05-108-041-1006

Address(es) of premises: Unit 7-4, 1519 W. Rosemont, Chicago, Illinois

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

Sixty-eight and 52/100 dollars on the 1st day of October, 1988 and \$68.52  
or more on the 2nd day of each month thereafter until this note is fully paid  
except that the final payment of principal and interest, if not sooner paid,  
shall be due on the 1st day of October, 1993

TAX # 14-05-108-041-1006

KNOWN AS: 1519 W. Rosemont #310  
Chicago, IL

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 first 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 7 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 7 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 copying and abstract showing the  
whole title of said premises embracing foreclosure deed, 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 cause hereof 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 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 Marietta J. Colston

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

John Richard Harrison 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 29th day of September, 1988.

Marietta J. Colston (SEAL)

Please print or type name(s) below signature(s) \_\_\_\_\_ (SEAL)

This instrument was prepared by Phillip M. Migdal, 29 S. LaSalle street, Chicago, Illinois  
(NAME AND ADDRESS)

3742934

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF Cook } ss.

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARLETTA J. COLSTON,  
a spinster

personally known to me to be the same person... whose name... LS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 29<sup>th</sup> day of Sept, 1988.

(Impress Seal Here)

Sheena J. Crane  
Notary Public

Commission Expires. 3/18/90

Unit 3-W as described in survey delineated on and attached to and a part of a Declaration of Condominium ownership registered on the 8th day of January, 1981, as Document number 3197295 together with an undivided 16.667 percent interest (except the units delineated and described in said survey) in and to the following described premises: Lot 110 in Edgewater Park, a Subdivision in the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, according to plat thereof recorded January 20, 1890, as Document Number 1212003, in Book 39 of plats, page 45, in Cook County, Illinois

3742934

3/5753 PIP  
46  
BOX No.

3742934  
SECOND MORTGAGE  
Trust Deed

3742934

1988 SEP 30 11:57  
HARRY (BUS) YOUSSELL  
REGISTRAR OF TITLES

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Deliver certifi. to \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver Date \_\_\_\_\_  
Deed to \_\_\_\_\_  
Address \_\_\_\_\_  
No. 3742934

J. J. J. J.  
INTERCOUNTY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILLINOIS 60602  
BOX 93

GEORGE E. COLE  
LEGAL FORMS  
5117735