

3323626

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THIS INDENTURE WITNESSETH That David S. Dorn, a married man,
Elizabeth Lennon, his wife, and Viola Lennon,
divorced and not since remarried,
1751 Fletcher, Chicago, IL
(hereinafter called the Grantor), of

(No. and Street) Ten and no/100 (\$10.00)*
for and in consideration of the sum of _____ Dollars

in hand paid, CONVEY AND WARRANT to Richard J.
Ciskowski and Bessie Hatcher, his wife,
of 79 W. Monroe St., Suite 1000
(No. and Street) (City) (State)
Chicago, IL

Above Space For Recorder's Use Only

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 Lake View, a subdivision of the North half of the Northeast quarter of the Northeast quarter (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 Fletcher, 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 at the rate of ten percent (10%) per annum; interest only payable in installments of Ninety one dollars and 67 cents (\$91.67) per month beginning on November 13, 1990, and each and every month thereafter, with a final balloon payment of principal and interest of \$11,091.67 due on October 13, 1992.

This mortgage is given to secure a note of even date herewith, the terms and provisions of which are hereby incorporated herein by reference as if fully recited.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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 first 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 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 and interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and a moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ 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 ten per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a 1 of said indebtedness had then matured by express terms. **Holder shall give borrower notice of default and 15 days to cure before**

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 decree and sale shall have been entered or not, shall not be dismissed, nor release 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 and 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, Elizabeth Lennon, Viola Lennon
Cook

acceleration.

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then Pfeffer, Becker & Co., Inc. 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 12 day of October, 1990

David S. Dorn (SEAL)

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

Elizabeth Lennon (SEAL)

Viola Lennon
This instrument was prepared by Lauren S. Rosenthal, 120 S. Riverside, #1150, Chicago, IL 60606
(NAME AND ADDRESS)

3323626

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook } ss.

I, Robert H. Butzow, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David S. Dorn, Elizabeth Lennon, and Viola Lennon

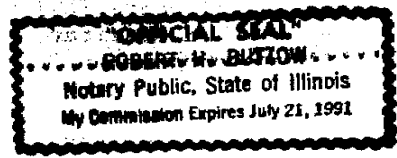
As Arrived to Elizabeth Lennon married to David S. Dorn signed and witnessed
personally known to me to be the same person whose name etc subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free 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 October, 19 90.

(Impress Seal Here)

Robert H. Butzow
Notary Public

Commission Expires July 21, 1991



7445074
BOX No.

SECOND MORTGAGE Trust Deed

3923626
TO
3923626

1990 NOV 1 11 AM 2 39
REGISTRAR OF DEEDS
CAROL MOSELL

Return to:
Robert H. Butzow, Attorney
Pfeffer, Becker & Cerveny, Ltd.
79 W. Monroe St. Suite 1000
Chicago, IL 60603

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LEGAL FORMS