

UNOFFICIAL COPY

SECOND MORTGAGE TRUST DEED MORTGAGE



Doc#: 0522122104
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 08/09/2005 09:37 AM Pg: 1 of 6

THIS INDENTURE, WITNESSETH, That the Grantor HOME STATE BANK NATIONAL ASSOCIATION as Trustee under Trust Agreement Dated May 6, 2003 and known as Trust Number 5278, for and in consideration of the sum of Two Hundred Ninety-Six Thousand Six Hundred Nineteen and 93/100 Dollars (\$296,619.93), in hand paid, CONVEYS and WARRANTS unto PRISCILLA CICCINI/a PRISCILLA BECKIE as Trustee of the Priscilla Cicci Trust dated April 26, 1987 for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas, plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, in the State of Illinois to wit:

See attached

P.I.N. 01-12-107-021 and 02-24-209-042

Commonly known as 1410 S. Barrington Road,
Barrington, IL 60010 and 140 Patricia Lane, Palatine, IL
60067

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

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

WHEREAS, the parties agree that the sums advanced herein were advanced by the Trustee on October 23, 1993, November 12, 1993, November 17, 1994, and January 30, 1995, and that the sum set forth above is a total of the sums advanced by the Trustee to the borrowers and whereas the Trustee did for purposes of refinance only release Trust Deed dated June 25, 1997 and recorded July 7, 1997 as Document No. 97485635, and for purposes of refinance only did release Trust Deed dated April 29, 1998 and recorded June 1, 1998 as Document No. 88233197.

WHEREAS, the parties have determined that as of the date of this conveyance, there exists the sum of Two Hundred Ninety-Six Thousand Six Hundred Nineteen and 93/100 (\$296,619.93) due and payable as a result of said advances made by Borrowers.

The Grantors covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, or according to any agreement extending time of payment; (2) to pay prior to the time the same become due under the law all taxes, general or special, and to exhibit receipts therefore, upon demand; (3) within sixty days after destruction of 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 committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to said holder of said indebtedness the insurance policies so written as to

3-4
P-1
S-1
M-4
CE

UNOFFICIAL COPY

require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenantable and in good repair; (7) not to suffer any mechanic's liens or other lien to attach to said premises. In the event of failure to so insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanic's liens or other liens to attach to said premises, the grantee, or the holder of said indebtedness, may procure said insurance, pay said taxes or make such repairs to place the property in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all monies so paid the grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at ten 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 thereto, without notice, become immediately due and payable, and with interest thereon from time to time of such breach at ten per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms.

IT IS AGREED, that all expenses and disbursements, paid or incurred in behalf of complainant in connection with foreclosure hereof-including attorney's fees, outlays, evidence fees, stenographer fees, filing fees, title abstract fees, service of process fees and any other fees incurred in connection with said foreclosure-shall be paid by the Grantors; that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the Grantors; that 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof until all such fees, expenses and disbursements, and the costs of the suit, have been paid.

That upon commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may at any time, either before or after sale, and without notice to Grantors, or any party claiming under them, and without regard to the solvency of the Grantors or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage, rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before and well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property.

IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR ASSIGNED BY GRANTORS WITHOUT TRUSTEE'S PRIOR WRITTEN CONSENT, EXCLUDING (A) THE CREATION OF A LIEN OR ENCUMBRANCE SUBORDINATE TO THIS TRUST DEED; (B) THE CREATION OF A PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES; (C) A TRANSFER BY DEVISE OR BEQUEST OR BY OPERATION OF LAW, UPON THE DEATH OF A JOINT TENANT; (D) THE GRANT OF ANY LEASEHOLD INTEREST OF THREE YEARS OR LESS NOT CONTAINING AN OPTION TO PURCHASE, TRUSTEE MAY AT TRUSTEE'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS TRUST DEED TO BE IMMEDIATELY DUE AND PAYABLE. TRUSTEE SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE, TRANSFER OR ASSIGNMENT, TRUSTEE AND THE PERSON TO WHOM THE PROPERTY IS SOLD, TRANSFERRED OR ASSIGNED, REACH AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO TRUSTEE AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THIS TRUST DEED SHALL BE AT SUCH RATE AS TRUSTEE SHALL REQUEST. IF TRUSTEE HAS WAIVED THE OPTION TO ACCELERATE PROVIDED HEREIN, AND IF THE GRANTOR'S SUCCESSORS IN INTEREST HAVE EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY TRUSTEE, TRUSTEE SHALL RELEASE GRANTOR'S FROM ALL OBLIGATIONS UNDER THIS TRUST DEED AND THE NOTE EXECUTED HERewith.

IF TRUSTEE EXERCISES SUCH OPTION TO ACCELERATE, TRUSTEE SHALL MAIL GRANTOR'S NOTICE OF ACCELERATION. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS

UNOFFICIAL COPY

FROM THE DATE THE NOTICE IS MAILED WITHIN WHICH GRANTOR'S MAY PAY THE SUMS DECLARED DUE. IF GRANTOR'S FAIL TO PAY SAID SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, TRUSTEE MAY, WITHOUT FURTHER NOTICE OR DEMAND IN GRANTORS, INVOKE ANY REMEDIES PERMITTED BY PARAGRAPH 7 HEREOF.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 200__.

HOME STATE BANK
As Trustee as aforesaid and not personally

By: _____
President

Attest: _____
Secretary

STATE OF ILLINOIS)
)ss
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ as _____ President, and _____ as _____ Secretary of HOME STATE BANK, personally known to me to be the same persons whose name 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.

Given under my hand and Notarial Seal this _____ day of _____ 200__.

NOTARY PUBLIC

UNOFFICIAL COPY

THIS MORTGAGE, TRUST DEED is executed by the HOME STATE BANK/NATIONAL ASSOCIATION not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Home State Bank/National Association, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Home State Bank/National Association personally to pay the said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Home State Bank/National Association personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, HOME STATE BANK/NATIONAL ASSOCIATION not personally but as Trustee aforesaid, has caused these presents to be signed by the Officer named below and its corporate seal to be hereunto affixed and attested by the Custodian of the seal the day and year first above written.

HOME STATE BANK/NATIONAL ASSOCIATION
as Trustee, as aforesaid, and not personally.

by *James J. Zambon*
James J. Zambon
St. Vice President & Trust Officer

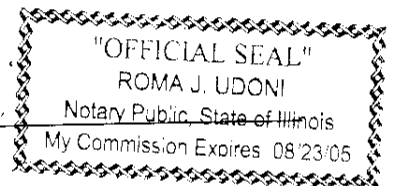
ATTEST *Barbara Budget*
Barbara Budget
Asst. Trust Officer

STATE OF ILLINOIS)
)
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named OFFICERS OF HOME STATE BANK/NATIONAL ASSOCIATION, Grantor, personally known to me to be the same persons whose names are subscribed to the aforesaid instrument as such OFFICERS appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois corporation for the uses and purposes therein set forth; and the said Custodian of the corporate seal of said Illinois corporation caused the free and voluntary act of said Illinois corporation for the uses and purposes therein set forth.

Given under my hand and Notary seal, this 29th day of July, 2005.

Roma J. Udoni
Notary Public



UNOFFICIAL COPY

LEGAL DESCRIPTION

ADDRESS: 1410 SOUTH BARRINGTON ROAD, BARRINGTON, IL 60010
 PARCEL NO. 01-12-107-021-000

PARCEL 1:

THE NORTH 217 FEET OF THE WEST 202.90 FEET OF THE EAST 353.05 FEET AS MEASURED ALONG THE EAST AND NORTH LINES RESPECTIVELY OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MUTUAL GRANT OF INGRESS AND EGRESS EASEMENT BY AND BETWEEN HEALTH QUEST REALTY XII, AND INDIANA GENERAL PARTNERSHIP AND THE FIRST NATIONAL BAK AND TRUST COMPANY OF BARRINGTON, AS TRUSTEE UNDER TRUST AGREEMENT NO. 568 DATED APRIL 30, 1984 AND RECORDED MAY 1, 1984 AS DOCUMENT 27065750 FOR INGRESS AND EGRESS OVER THE LAND AND OTHER PROPERTY.

(A)

THE SOUTH 14 FEET OF THE NORTH 217 FEET OF THE WEST 510.00 FEET OF THE EAST 560.05 FEET, AS MEASURED ALONG THE EAST AND NORTH LINES RESPECTIVELY, OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART THEREOF LYING WEST OF THE EAST LINE OF PARCEL 1 AFORESAID), IN COOK COUNTY, ILLINOIS.

(B)

THE SOUTH 14 FEET OF THE NORTH 231 FEET OF THE WEST 510.00 FEET OF THE EAST 560.05 FEET, AS MEASURED ALONG THE EAST AND NORTH LINES RESPECTIVELY, OF THE SOUTH 3/4 OR THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF LYING WEST OF THE WEST LINE OF PARCEL 1 AFORESAID EXTENDED SOUTH 14 FEET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ADDRESS: 140 PATRICIA LANE, PALATINE, IL 60067
 PARCEL NO. 02-24-209-042

LOT 11 IN BLOCK 6 IN WINSTON PARK NORTH WEST UNIT NO. 6, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON SEPTEMBER 14, 1967 AS DOCUMENT NO. 20260468, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PREPARED BY:
CURT P. REHBERG
64 E. CRYSTAL LAKE AVE.,
CRYSTAL LAKE, IL

MAIL TO:
CURT P. REHBERG AND ASSOCIATES, P.C.
64 E. CRYSTAL LAKE AVENUE
CRYSTAL LAKE, IL 60014



Property of Cook County Clerk's Office