

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE FORM (Illinois)

23 439 664

THIS INDENTURE, WITNESSETH, That Garland F. Geary and Marylene R. Geary, his wife

(hereinafter called the Grantor), of 1410 W. Concord Drive, Arlington Heights, Illinois
(No and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100 Dollars
in hand paid, CONVEY AND WARRANT to Buffalo Grove National Bank
of 555 West Dundee Road, Buffalo Grove, Illinois
(No and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village
of Arlington Heights County of Cook and State of Illinois, to-wit:

Lot 157 in Greenbrier in the Village Green Unit 4, being a Subdivision of Part of the East 1/2 of the North West 1/4 of Section 18, Township 42 North, Range 11 East of the Third Principal Meridian and a Resubdivision of Parts of Lots 10 and 11 in Geo. Kirchoff Estates Subdivision of Part of Section 12 and Section 13, Township 42 North, Range 10 East of the Third Principal Meridian and Part of Section 7 and Section 18, Township 42 North, Range 11 East of the Third Principal Meridian in the Village of Arlington Heights, Wheeling Township in Cook County, Illinois.

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 performance of the covenants and agreements herein.

WHEREAS, The Grantor s. Garland F. Geary and Marylene R. Geary, his wife

justly indebted upon \$7,092.50 principal promissory note bearing even date herewith, payable as a single payment on September 27, 1976.

1892948

10-00
COOK COUNTY CLERK
MORTGAGE

23 439 664

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 prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) not at 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 the 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; (7) in the event of failure 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 seven 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, as aforesaid, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, to be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured and become due.

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, including all court costs, stenographer's charges, cost of procuring or completing abstract showing the whole true of said premises, including full insurance thereon, 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 or judgment rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be held in abeyance or otherwise deferred, until all such expenses and disbursements, and the costs of suit, including attorney's fees hereon paid, are paid to the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right of redemption of and income from said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint or petition in the court in which such complaint is filed, may at once and without notice to the Grantor, or to any other person, the court 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 recording agent is Garland F. Geary and Marylene R. Geary, his wife

In the Event of the death or removal from said _____ County of the grantee, or of his resignation,

refusal or failure to act, _____ of said County is hereby appointed to be first successor in this trust, and if for any cause he 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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust shall convey said premises to the party entitled on receiving his reasonable charges.

Witness the hand and seal of the Grantor s. this 10th day of March, 1976.

This document was prepared by:
J.K. Widdin
Buffalo Grove National Bank
555 W. Dundee Rd.
Buffalo Grove, Illinois 60090

(Garland F. Geary) (SEAL)
(Marylene R. Geary) (SEAL)

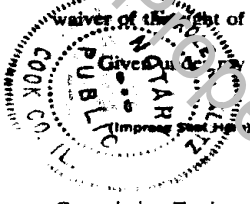
80754

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Carole A. Klotz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Garland F. Geary and Marylene R. Geary, his wife

personally known to me to be the same persons whose name_s _____ 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.



Gave due and true hand and notarial seal this 30th day of March, 1976

Carole A. Klotz
Notary Public

Commission Expires 3-31-79

COOK COUNTY, ILLINOIS
FILED FOR RECORD

APR 5 12 40 PM '76

William R. Olson
CLERK

*23439664

BOX No. _____

SECOND MORTGAGE
Trust Deed

Garland F. Geary

Marylene R. Geary, his wife
TO

Buffalo Grove National Bank

END OF RECORDED DOCUMENT