

Property of Cook County Clerk's Office

TRUST DEED SECOND MORTGAGE FORM (Illinois)

23 872 487

THIS INDENTURE, WITNESSETH, that PAUL Rand Flaskamp and Phyllis Christine Flaskamp, his wife, as Joint Tenants, hereinafter called the Grantors, of 1227 Ohio Ct., Wheeling, Illinois

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 W. Dundee Rd., Buffalo Grove, Illinois 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 Wheeling, County of Cook and State of Illinois, to-wit:

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Parcel 1: Unit 30A as delineated on the survey of following described parcel of Real Estate (hereinafter referred to as Parcel 1): Lots 32 to 41 both inclusive in Cedar Run Subdivision being a subdivision of the Northeast quarter of Section 4 Township 42 North, Range 11 East of the 3rd Principal Meridian according to the Plat thereof recorded on October 1, 1971 as doc. no. 21660896 in the office of the Recorder of Deeds of Cook County, Illinois, which survey is attached as Exhibit D to Declaration of Ownership made by Foxon Corporation, a Corporation of Delaware recorded in the office of the Recorder of Deeds of Cook County, Illinois as Doc. no. 22341407 together with an undivided 57.2 percent of interest in said Parcel (excepting from said Parcel the property and space comprising all the units thereof as defined and set forth in said declaration and survey) in Cook County, Illinois.

Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements dated Nov. 3, 1972 recorded Nov. 3, 1972 as Document no. 22109221 for ingress and egress, over lots 111 to 119 and 121 to 133 in Cedar Run Subdivision aforesaid, in Cook County, Illinois. Subject to General Real Estate Taxes for the year 1972 and subsequent years. Subject to all rights, easements, restrictions, conditions covenants and reservations contained in said Declaration the same as though the provisions thereof were recited and stipulated at length herein. Subject to all Covenants, Conditions, Restrictions and Easements of Record.

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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. Tenants WHEREAS, The Grantors Paul Rand Flaskamp and Phyllis Christine Flaskamp, his wife, as joint justly indebted upon \$2,000.00 principal promissory note bearing even date herewith, payable on demand.

THE GRANTOR covenants and agrees as follows. (1) To pay said indebtedness, and the interest thereon, as herein and in said promissory 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 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 in 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 Mortgagees or Trustees 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 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, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven 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 documents, 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 of 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a second owner is Paul Rand Flaskamp and Phyllis Christine Flaskamp, his wife County of the grantee, or of his resignation, refusal or failure to act, then Paul Rand Flaskamp of said County is hereby appointed to be the 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 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.

Witness the hand, seal and seal of the Grantor, this 28th day of March, 1977. This document prepared by J. Widbin, e/s

Paul Rand Flaskamp (SEAL)
Phyllis Christine Flaskamp (SEAL)
(Phyllis Christine Flaskamp)

BCH/Ally Inmate 3071
655 WEST DUNDEE ROAD
BUFFALO GROVE, ILLINOIS 60089

F. M. T. C.

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Judith K. Widbin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Rand Flaskamp and Phyllis Christine Flaskamp, his wife, as joint tenants personally known to me to be the same person^s whose name^s 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 notarial seal this 28th day of March, 19 77.



Judith K. Widbin
Notary Public

RECORDS & DEEDS
ILLINOIS
APR 19 45 AM '77

RECORDS & DEEDS
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BOX No. 30A 538

SECOND MORTGAGE
Trust Deed

TO