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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY 1973

GEORGE E. COLE,
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Donald H. Wells and Anita M. Wells, his wife as joint tenants

hereinafter called the Grantor, of 915 Sussex Court, Buffalo Grove, Illinois

(City)

(State)

do and in consideration of the sum of Ten and 00/100 Dollars
of bank and CONVEY AND WARRANT to Buffalo Grove National Bank
of 595 N. Dundee Rd., Buffalo Grove, Illinois

(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 Buffalo Grove, Cook County, Illinois, to wit:

Lot 98 in Cambridge Countryside Unit 2 being a Subdivision in the North East 1/4 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois***

Herby 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 Donald H. Wells and Anita M. Wells, his wife, are indebted upon \$20,000.00 principal promissory note, bearing even date herewith, payable in 60 installments beginning January 3, 1975.

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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 forty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) to 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 grantor 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 Mortgagor, and second to the Trustee herein as their interests may appear, which policy shall be issued and remain with the said Mortgagors of Estates until the indebtedness is fully paid; (6) to pay all prior judgments, costs and expenses, including attorney's fees, incurred in connection with the collection of any indebtedness or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, pay all taxes or assessments, or discharge or purchase any tax, fee 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 will be deducted therefrom 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, 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 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, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said property embracing foreclose decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any action proceeding wherein the grantee or any holder of any part of said indebtedness, at such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional item 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 and including attorney's fees have been paid. The Grantor, for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, shall, at his right, be possessed of all rents and profits 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 person 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 is Donald H. Wells and Anita M. Wells.

In the event of the death or removal from said

County of the grantor, or of his resignation,

refusal or failure to act, or if for any like cause and 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 where all the aforesaid covenants and agreements are performed, the grantor, or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand S. and seal S. of the Grantor S. this

28th day of November 1975

Donald H. Wells
(Donald H. Wells)

Anita M. Wells
(Anita M. Wells)

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REALE
REALE

This Document was prepared by Gayle Redfern
of Buffalo Grove National Bank

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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 Donald H. Wells and Anita M. Wells, his wife

personality known to me to be the same person(s) whose names 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.

In witness whereof, my hand and notarial seal this 28th day of November 1975

Commission Expires 12-7-75

Carole A. Klotz

Notary Public

Shirley A. Klein
Deputy Clerk

*23335057

COOK COUNTY, ILLINOIS
FILED FOR RECORD
DEC 24 1975 9:55 AM

REC'D

SECOND MORTGAGE
Trust Deed

RECEIVED
SECOND MORTGAGE TRUST DEED
SERIAL NO. 10000000000000000000
BUFFALO GATE, ILLINOIS 60000

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT