

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

24 501 654

11.00

THIS INDENTURE, WITNESSETH, That John L. Truelsen and Doris V. Truelsen, his wife as joint tenants

(hereinafter called the Grantor), of 3300 Carriage Way Dr Arlington Hts Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/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 Hts County of Cook and State of Illinois, to-wit:

PARCEL 1:

Unit 103 as delineated on survey of the following described parcel of Real Estate (hereinafter referred to as parcel) all that part of lot 41 in Frenchmen's Cove Unit 1, being a subdivision in the North East 1/4 of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the South East corner of said lot 41: Thence North 00 Degrees 01 Minutes 26 seconds East along the East line of said lot 41, 29.30 feet; Thence North 89 degrees 58 Minutes 26 seconds West, 23.14 Feet to a point for a point of beginning; Thence South 72 degrees 01 minutes 28 seconds West, 80.0 Feet; Thence 17 degrees 58 minutes 32 seconds West, 132.92 feet; Thence South 87 degrees 01 minutes 28 seconds West, 109.34 feet; Thence North 02 degrees 58 minutes 32 seconds West, 80.0 feet; Thence North 87 degrees 01 minutes 28 seconds East; Thence South 77 degrees 58 minutes 32 seconds East, 80.0 Feet; Thence South 12 degrees 01 minutes 28 seconds West, 130.70 feet; Thence South 02 degrees 58 minutes 32 seconds West, 10.45 feet; Thence 02 degrees 01 minutes 28 seconds East, 14.0 Feet; Thence South 02 Degrees 58 minutes 32 seconds East, 22.0 Feet; Thence South 87 degrees 01 minutes 28 seconds West, 14.0 feet; Thence South 02 degrees 58 minutes 32 seconds East, 10.45 Feet; Thence South 17 degrees 58 minutes 32 seconds East, 130.70 feet to the point of beginning, in Cook County, Illinois which survey is attached as Exhibit B to Declaration made by La Salle National Bank, National Banking association, as Trustee under Trust Agreement dated August 6, 1971 an known as Number 42872, Recorded in the office of the Recorder of Cook County, Illinois as Document No. 22645291, together with an undivided 1.271 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the Units as defined and set forth in said declaration and survey), in Cook County, Illinois

ALSO

PARCEL 2

Easment appurtenant to and for the benefit of Parcel 1 as set forth in declaration of covenants and easment Dated May 22, 1973 and recorded May 25, 1973 as Document 22339921 and as created by Deed from La Salle National Bank as Trustee to John L. Truelsen and Doris Truelsen, Recorded December 26, 1974 as Document 22948470 for ingress and egress, all in Cook County, Illinois

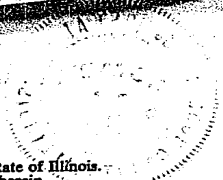
DEED 1830

24 501 654

PROPERTY OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk of Court



A#89 1830

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 John L. Truelsen and Doris V. Truelsen, his wife as joint tenants justly indebted upon \$10,000.00 principal promissory note bearing even date herewith, payable in 84 monthly installments of \$185.48, beginning July 20, 1978

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 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 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, with 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 documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like 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, and 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 record owner is: John L. Truelsen and Doris V. Truelsen, his wife as joint tenants

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 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.

Mail to:

Witness the hands and seals of the Grantor this 10th day of June, 19 78
This document prepared by S. Weinberg
c/o Buffalo Grove National Bank
555 West Dundee Road
Buffalo Grove, Illinois 60090
John L. Truelsen (SEAL)
Doris V. Truelsen (SEAL)

24 501 654

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Green
RECORDER OF DEEDS

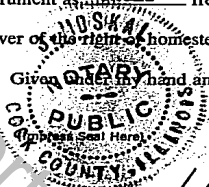
*24501654

STATE OF Illinois Jun 22 '78 9 00 } Al
COUNTY OF Cook } ss.

I, Joseph Moskal, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John L. Truelsen and Doris V. Truelsen, his wife as joint tenants

personally known to me to be the same persons 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.

Given in my hand and notarial seal this 10th day of JUNE, 1978



[Signature]
Notary Public

Commission Expires 9/1/81

Property of Cook County Clerk's Office

BOX No. 533

SECOND MORTGAGE
Trust Deed

TO

END OF RECORDED DOCUMENT