

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 JULY, 1973

24 535 473

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Steven E. Goza and Diana L. Goza, his wife, in joint Tenancy

(hereinafter called the Grantor), of 550 Lodge Trail Wheeling, 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 Wheeling County of Cook and State of Illinois, to-wit:

Unit 1-10-01F as delineated on Survey of certain lots in Tahoe Village Subdivisions of part of the North 1/2 of the South 1/2 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, (hereinafter referred to as 'Parcel'), which survey is attached as Exhibit 'B' to Declaration of Condominium made by LaSalle National Bank, as Trustee under Trust Agreement dated August 20, 1971 and known as Trust Number 42930 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 22,270,823 as amended from time to time; together with its undivided percentage interest in said parcel (except from said Parcel all the property and space comprising all the units thereon as defined and set forth in said Declaration and Survey) 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 Steven E. Goza and Diana L. Goza, his wife, in joint Tenancy, justly indebted upon \$16,000.00 principal promissory note bearing even date herewith, payable on demand.

Handwritten note: A# 92102

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 next 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) 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 comparison to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondly to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees 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 be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the principal or 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 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 a plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographic 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 a 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 proceeding, 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 Steven E. Goza and Diana L. Goza, his wife, as joint Tenancy IN THE EVENT of the death or removal from said County of the grantee, or either of them, refusal or failure to act, if any, 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor on this 29th day of June 1978 Prepared by Christa Lenczuk c/o Buffalo Grove National Bank 555 W. Dundee Road Buffalo Grove, Illinois 60090 (X) Steven E. Goza (SEAL) (X) Diana L. Goza (SEAL)

10-00

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UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Judith K. Widbin, a Notary Public in and for ~~State~~ Lake County, in the State aforesaid, DO HEREBY CERTIFY that Steven E. Goza and Diana L. Goza

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 homestead.

Witness my hand and notarial seal this 29th day of June, 1978



Judith K. Widbin  
Notary Public

RECORDED  
INDEXED  
JUL 14 1978

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24 535 473

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
BOX 533  
TO \_\_\_\_\_

GEORGE E. COLE  
LEGAL FORMS