

RECEIVED IN BAD CONDITION

Property

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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, that Antonio Scandurra and Tina Scandurra, Jointly

1100

(hereinafter called the Grantor), of 1500 W. Harbor Dr. 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:

SEE ATTACHMENT BELOW FOR LEGAL DESCRIPTION

PARCEL 1:

UNIT NUMBER 4-K IN 1500 WEST HARBOUR DRIVE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THAT PART OF LOT 1 OF LAKE OF THE WINDS SUBDIVISION, BEING A RESUBDIVISION OF THE NORTH 1/2 OF LOT 7 (EXCEPT THE EAST 20 FEET USED FOR ROADWAY) IN THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTHWARD ALONG THE WEST LINE OF SAID LOT 1, NORTH 00 DEGREES 45 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.24 FEET; THENCE LASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 52 MINUTES 40 SECONDS EAST, A DISTANCE OF 106.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 5 DEGREES 05 MINUTES 47 SECONDS WEST, A DISTANCE OF 86.29 FEET; THENCE NORTH 84 DEGREES 54 MINUTES 13 SECONDS EAST, A DISTANCE OF 129.34 FEET; THENCE NORTH 54 DEGREES 54 MINUTES 13 SECONDS EAST, A DISTANCE OF 129.91 FEET; THENCE SOUTH 35 DEGREES 05 MINUTES 47 SECONDS EAST, A DISTANCE OF 86.23 FEET; THENCE SOUTH 54 DEGREES 54 MINUTES 13 SECONDS WEST, A DISTANCE OF

107.79 FEET; THENCE SOUTH 20 DEGREES 05 MINUTES 47 SECONDS EAST, A DISTANCE OF 167.21 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 13 SECONDS EAST, A DISTANCE OF 107.21 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 13 SECONDS WEST, A DISTANCE OF 86.39 FEET; THENCE NORTH 20 DEGREES 05 MINUTES 47 SECONDS WEST, A DISTANCE OF 106.89 FEET; THENCE SOUTH 84 DEGREES 54 MINUTES 13 SECONDS WEST, A DISTANCE OF 108.24 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, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 27, 1972 AND KNOWN AS TRUST NUMBER 45068, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22762748; TOGETHER WITH AN UNDIVIDED 1.506 PERCENT 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)

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS AND COVENANTS DATED JUNE 24, 1974 AND RECORDED AS DOCUMENT NUMBER 22762747 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 45068 TO ANTONIO SCANDURRA AND TINA SCANDURRA, HIS WIFE, DATED JANUARY 29, 1976 AND RECORDED AUGUST 20, 1976 AS DOCUMENT NUMBER 23605379 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

24 555 677

UNOFFICIAL COPY

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Property of Cook County, Ill.

#892283

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. Antonio Scandurra and Tina Scandurra, Jointly justly indebted upon **\$15,000.00 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 note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the 1st 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, 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 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 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 record owner is: Antonio Scandurra and Tina Scandurra, Jointly 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.

Witness the hand S. and seal S. of the Grantor S. this 17th day of July, 19 78.

This document was prepared by J. Lasken
c/o F.M.A.I.F.A.
BUFFALO GROVE NATIONAL BANK
555 WEST DUNDEE ROAD
BUFFALO GROVE, ILLINOIS 60090

Antonio Scandurra (SEAL)
Tina Scandurra (SEAL)

24-555-677

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Judith K. Widbin, a Notary Public in and for Cook County, in the State aforesaid, DO HEREBY CERTIFY that Antonio Scandurra and Tina Scandurra, jointly

personally known to me to be the same person s 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.

Given under my hand and notarial seal this 17th day of July, 19 78.



Judith K. Widbin
Notary Public

Commission Expires 3-16-82

Judith K. Widbin

RECORDER OF DEEDS

*24555677

BOX No.

666-5711-1111 ILLINOIS

SECOND MORTGAGE RECORD

Trust Deed 12 30 PM '78

TO

OF RECORDED DOCUMENT