

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

Form No. 2202  
JULY 1973

24 574 154

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Kenneth Emil Berg, Sr. and Marjorie Lynn Berg, his wife,  
as joint tenants,

(hereinafter called the Grantor), of 831 Oxford Place, 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 '108-A' in Chelsea Cove Condominium No. 1 as delineated on survey of a part of Lot 1 of 'Chelsea Cove', a Subdivision, being a part of lots 5, 6 and 7 taken as a Tract, in Owner's Division of Buffalo Creek Farm, being a Subdivision of part of Section 2, Section 3, Section 4, Section 9 and Section 10, Township 42 North, Range 11 East of the Third Principal Meridian, in the Village of Wheeling, Cook County, Illinois, According to the plat thereof recorded, January 31, 1973 as Document 2220568 in Cook County, Illinois, which Survey is attached as Exhibit 'B' to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust Number 77166 Recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 22604309, Together with a percentage of Common Elements Appurtenant to said Unit as set forth in said Declaration, as amended from Time to Time, which percentage shall Automatically change in Accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of Record, in the Percentages set forth in such Amended Declarations, which Percentages shall Automatically be Deemed to be Conveyed Effective on the Recording of each such Amended Declaration as though Conveyed hereby.

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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. WHEREAS, The Grantor, Kenneth Emil Berg, Sr. and Marjorie Lynn Berg, his wife, as joint tenants. 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 first 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 companies acceptable 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 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 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, or days 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 grantor 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 proceeding, 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: Kenneth Emil Berg, Sr. and Marjorie Lynn Berg, his wife, as joint tenants County of the grantee, or of his resignation.

IN THE EVENT of the death or removal from said \_\_\_\_\_ 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, seal and seal of the Grantor 2th day of July 1978  
This document prepared by  
Christa Lenczuk c/o  
Buffalo Grove National Bank  
555 West Dundee Rd.  
Buffalo Grove, Illinois 60090  
(X) Kenneth Emil Berg, Sr. (SEAL)  
(X) Marjorie Lynn Berg (SEAL)

11.00

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Office

Property of COOK COUNTY MORTGAGE