

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 744 728

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That
John D. Gannon and Erin Eileen Gannon, his wife, as joint tenants
(hereinafter called the Grantor), of 1316 Fall Court Wheeling Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Ten and No/100's Dollars
in hand paid, CONVEY AND WARRANT to BUFFALO GROVE NATIONAL BANK
of 555 West Dundee 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:

PARCEL 1:
UNIT 70D AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL
OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOTS 67 TO 72 BOTH INCLUSIVE, IN CEDAR RUN SUBDIVISION, BEING A
SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 1, 1971 AS DOCUMENT NO. 21660896 IN THE OFFICE OF THE
RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS
EXHIBIT D TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY TEKTON
CORPORATION, A CORPORATION OF DELAWARE, RECORDED IN THE OFFICE OF THE
RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22734100 AS
AMENDED BY DOCUMENT 22762751 TOGETHER WITH THE UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENT IN SAID PARCEL (EXCEPTING FROM SAID PARCEL
THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND
SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN
THE DECLARATION OF EASEMENTS DATED NOVEMBER 3, 1972 RECORDED NOVEMBER 3,
1972 AS DOCUMENT NO. 22109221.

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Property of COOK COUNTY MORTGAGE

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDED BY DEEDS

DEC 1 1978 9 00 AM

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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 John D. Gannon and Erin Eileen Gannon, his wife, as joint tenants justly indebted upon \$1,200.00 principal promissory note bearing even date herewith, payable

in 36 monthly installments of \$40.52 beginning on December 27, 1978.

A893980

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 when due 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) the 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 no money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 or 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 eight 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 completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the 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 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 third owner is: John D. Gannon and Erin Eileen Gannon, 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.

Witness the hand and seal of the Grantor, S. this 27th day of November, 1978.

This document prepared by K. Ware
c/o Buffalo Grove National Bank
555 West Dundee Road
Buffalo Grove, Ill. 60090

John D. Gannon (SEAL)
Erin Eileen Gannon (SEAL)
(Erin Eileen Gannon)

This instrument was prepared by _____ (NAME AND ADDRESS)

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Judith K. Widbin, a Notary Public in and for ~~ssst~~ Lake County, in the State aforesaid, DO HEREBY CERTIFY that John D. Gannon and Erin Eileen Gannon, his wife, as joint tenants

personally known to me to be the same person^s whose name^s 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 under my hand and notarial seal this 27th day of November, 19 78.



Judith K. Widbin
Notary Public

24 744 728

USA
BOX NO.

SECOND MORTGAGE
Trust Deed

TO

Buffalo Grove Nat. Bank
555 West Dundee Rd.
Buffalo Grove, Illinois
60090

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT