

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

24 772 792 RECEIVED IN BAD CONDITION

THIS INDENTURE, WITNESSETH, That Alvaro Restrepo and Lilia E. Restrepo, his wife, as joint tenants
(hereinafter called the Grantor), of 1238 Nova 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:

Unit No. 24-A as delineated on the survey of the following described parcel of real estate: Lots 22 to 31 inclusive in Cedar Run Subdivision, being a Subdivision of the NE 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian.

11.00

74247

PARCEL 1:
UNIT NO. 24-A AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 22 TO 31 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 DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY TEKTON CORPORATION A CORPORATION OF DELAWARE, AND RECORDED AS DOCUMENT NO. 22160213 TOGETHER WITH AN UNDIVIDED 2.5910 PER CENT INTEREST 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.)

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23 614 251

PARCEL 2:
EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS DATED NOVEMBER 3, 1972 AND RECORDED NOVEMBER 3, 1972 AS DOCUMENT NO. 22109221 AND AS CREATED BY DEED FROM TEKTON CORPORATION A CORPORATION OF DELAWARE, TO EARL PERSHING HAMELBERG JR. AND FLORENCE M. HAMELBERG DATED NOVEMBER 1, 1972 AND RECORDED JANUARY 12, 1973 AS DOCUMENT 22186216 FOR INGRESS AND EGRESS OVER LOTS 116 TO 119, BOTH INCLUSIVE AND LOTS 121 TO 133, BOTH INCLUSIVE, IN CEDAR RUN SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County

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 Alvaro Restrepo and Lilia E. Restrepo, his wife, as joint tenants justly indebted upon \$10,000.00 principal promissory note, bearing even date herewith, payable in 84 monthly installments of \$190.74 beginning January 15, 1979.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 20 '78 12 36 PM

Richard L. Olson
RECORDER OF DEEDS

#24772792

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 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 payment of incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes, 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 charge, 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; and a 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: Alvaro Restrepo and Lilia E. Restrepo, 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, then _____ 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, on this 4th day of December, 1978.

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

Alvaro Restrepo (SEAL)
Lilia E. Restrepo (SEAL)

BOX 533

24-772-792

