

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24 779 200

GEORGE E. COLE  
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That Gloria R. Koelling, formerly known as Gloria R. Wilhelm  
divorced and not since remarried.  
(hereinafter called the Grantor), of 2178 Dogwood Lane Palatine 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 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 Palatine County of Cook and State of Illinois, to-wit:

Unit D in Building 53 as delineated on the survey of Ivy Glen Palatine  
Condominium of part of NW 1/4 of Section 1, Township 42 North, Range 10,  
East of the Third Principal Meridian

11.00

SEE LEGAL ATTACHED:

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

DEC 27 '78 10 52 AM

*Gloria R. Koelling*  
RECORDED OF DEEDS

\*24779200

A# 894278

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 Gloria R. Koelling, formerly known as Gloria R. Wilhelm, divorced and  
not since remarried.  
justly indebted upon \$3,500.00 principal promissory note bearing even date herewith, payable  
in 60 monthly installments of \$76.75 beginning January 20, 1978

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) that waste on 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 in indebtedness, with which 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 a set 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 hereof, 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 and 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, such as, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de se or de sa shall have been entered, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and cost of sale shall have been entered of record. 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 second owner is: Gloria R. Koelling, formerly known as Gloria R. Wilhelm, divorced  
and not since remarried.  
IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then Gloria R. Koelling of said County is hereby appointed to be first successor in the 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, this 9th day of December, 19 78  
Gloria R. Koelling (SEAL)  
(Gloria R. Koelling) (SEAL)

This instrument was prepared by K. Ware c/o Buffalo Grove National Bank  
(NAME AND ADDRESS)  
555 West Dundee Rd. Buffalo Grove, Illinois

BOX 533

24 779 200

UNOFFICIAL COPY

Property of Cook County Clerk's Office

822568A

Unit D in Building 53 as delineated on the survey of Ivy Glen Palatine Condominium of part of the North West 1/4 of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership made by Buildings Systems Housing Corp., a Corporation of Ohio, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22165443, together with a percentage of the 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 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.

This deed is given on the conditional limitation that the percentage of ownership of said Grantees in the Common Elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any Amended Declarations recorded pursuant thereto, and right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the Common Elements pursuant to said Declaration and to all the other terms of said Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each Amended Declaration pursuant thereto.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

23 331 008

24 719 200



UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, J. Moskal, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria R. Koelling, formerly known as Gloria R. Wilhelm, divorced and not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 9th day of December, 19 78, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of her homestead.

Given under my hand and notarial seal this 9th day of December, 19 78.  
  
J. Moskal  
Notary Public

24779200

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

Mailed to:  
Buffalo Snow-Flake Bank  
555 W Dundee Rd  
Buffalo Grove, Ill.  
60090.  
Attn: Kathy Ware.

GEORGE E. COOPER  
LEGAL CLERK

RECORDED DOCUMENT