

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

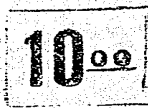
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GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That
John A. Faulhaber and Mary Jane Faulhaber, his wife, as joint tenants
(hereinafter called the Grantor), of 515 W. Burr Oak Drive, Arlington Heights, Illinois

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 W. Dundee Road, 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 Arlington Heights, Cook County, Illinois, to-wit:

Lot 22 in Block 6 in Parkway Square Unit No. 7, a Subdivision of part of the South East quarter of Section 7 and part of the South West quarter of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 9, 1968 as document 20578659, in Cook County, Illinois.**



COOK COUNTY, ILLINOIS

FEB 1 2 40 PM '79

RECORDER OF DEEDS

*24827144

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, WITNESAS, The Grantor John A. Faulhaber and Mary Jane Faulhaber, his wife, as joint tenants justly indebted upon \$8,000.00 principal promissory note bearing even date herewith, payable

in 60 monthly installments of \$180.69 beginning February 21, 1979.

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 acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest may appear, which policies shall be let and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all such encumbrances, 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 moneys 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 by deed, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED to 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 filing 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: John A. Faulhaber and Mary Jane Faulhaber, his wife, as joint tenants of the County of the grantee, or of his resignation.

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, of said County is hereby appointed to 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 6th day of January, 1979.
John A. Faulhaber (SEAL)
Mary Jane Faulhaber (SEAL)

This instrument was prepared by K. Ware c/o Buffalo Grove National Bank (NAME AND ADDRESS) 555 W. Dundee Road, Buffalo Grove, Ill. 60090

MAIL TO ↑

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

79087133

I, J. Moskal a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

John A. Faulhaber and Mary Jane Faulhaber, his wife 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 6th day of January 19 79

(Impress Seal Here)

Notary Public

Commission Expires

BOX 533
RDX No.

SECOND MORTGAGE

Trust Deed

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GEORGE E. COLL
LEGAL FORMS

END OF RECORDED DOCUMENT