

TRUST DEED SECOND MORTGAGE FORM (Illinois)

24 947 257

THIS INDENTURE, WITNESSETH, That Wayne T. Gooden and Janet L. Gooden, his wife, as joint tenants (hereinafter called the Grantor), of 468 Bernard Drive, Buffalo Grove, 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 W. Dundee Rd. 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 Buffalo Grove County of Cook and State of Illinois, to-wit:

Lot 386 in Buffalo Grove Unit No. 5, being a Subdivision in the West half of Section 4, and the Northeast quarter of Section 5, both in Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY, ILLINOIS FILED FOR RECORD

MAY 4 '79 10 30 PM

RECORDED FOR DEEDS

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A-897090

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 Wayne T. Gooden & Janet L. Gooden, his wife, as joint tenants justly indebted upon \$8,000.00 principal promissory note, bearing even date herewith, payable in 42 Monthly installments of \$243.86 beginning May 25, 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 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 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises in good repair; (6) to pay all prior incumbrances, 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 interest 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 highest legal rate 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 highest legal rate shall be recoverable by foreclosure thereof, or by suit at law or in equity, 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, always 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, as such, may be a party, shall also be paid by the Grantor. All 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 a decree of sale shall have been entered or not, shall not be deemed, 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 to file 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner Wayne T. Gooden and Janet L. Gooden, his wife, as joint tenants 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 hands and seal of the Grantors this 28th day of April, 1979.

This document prepared by L. Wales c/o **BUFFALO GROVE NATIONAL BANK** 555 WEST DUNDEE ROAD BUFFALO GROVE, ILLINOIS 60089

Wayne T. Gooden (SEAL) (Wayne T. Gooden) Janet L. Gooden (SEAL) (Janet L. Gooden)

MAIL TO:

24 947 257

UNOFFICIAL COPY

24947257

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 Wayne T. Gooden and Janet L. Gooden, his wife, as joint tenants

personally known to me to be the same persons whose names 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 first refusal.

and notarial seal this 28th day of April, 1979

Commission Expires 9/1/81

Notary Public



BOX 533

BOX No.

SECOND MORTGAGE

Trust Deed

TO

END OF RECORDED DOCUMENT