

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

24974570

THIS INDENTURE, WITNESSETH, That Richard F. Irmen and Marian K. Irmen, his wife, as joint tenants,
(hereinafter called the Grantors), of 1741 Canterbury Trail Palatine, 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 Palatine County of COOK and State of Illinois, to-wit:

-----See Legal attached-----

Parcel 1:
Unit number 1-67 in the Groves of Hidden Creek Condominium Number '1', as Delineated on survey of part or parts of the South East 1/4 of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, (hereinafter referred to as Parcel 1), which survey is attached as Exhibit 'E' to declaration of Condominium made by LaSalle National Bank, National Banking Association, as Trustee under Trust Agreement dated July 11, 1972 and known as Trust Number 44398, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 22827823 as amended from time to time; Together with its undivided percentage interest in said Parcel (Excepting from said Parcel all the Property and space comprising all the units thereof as defined and set forth in said declaration and survey) all in Cook County, Illinois.

Also

Parcel 2:
Easements appurtenant to and for the benefit of Parcel 1 as set forth in the declaration of easement recorded August 26, 1974 as Document 22827822 and created by Deed from LaSalle National Bank, as Trustee under Trust Agreement dated July 11, 1972 and known as Trust Number 44398 to Richard E. Irmen and Marian K. Irmen, his wife recorded September 6, 1977 as Document 24091186 for Ingress and Egress all in Cook County, Illinois.

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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 Richard F. Irmen and Marian K. Irmen, his wife, as joint tenants. justly indebted upon \$2,000.00 principal promissory note bearing even date herewith, payable on demand.

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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 therefore; (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 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, without 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 such 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 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 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 or decree of sale shall have been entered or not, shall not be dissolved, 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 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 Richard F. Irmen and Marian K. Irmen, his wife, as joint tenants County of the grantee, or of his resignation, refusal or failure to act, 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 s and seal s of the Grantor s this 21st day of May, 19 79.

This document prepared by
Christa Lenczuk c/o

(X) Richard F. Irmen (SEAL)
Richard F. Irmen

BUFFALO GROVE NATIONAL BANK
555 WEST DUNDEE ROAD
BUFFALO GROVE, ILLINOIS 60090

(X) Marian K. Irmen (SEAL)
Marian K. Irmen

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Judith K. Widbin, a Notary Public in and for Lake County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Irmen and Marian K. Irmen, 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 homestead.

Under my hand and notarial seal this 21st day of May, 1979



Judith K. Widbin
Notary Public

Office of Cook County Clerk's Office

BOX 533

SECOND MORTGAGE
Trust Deed

TO

Mail To:
BUFFALO GROVE NATIONAL BANK
555 WEST DUNDEE ROAD
BUFFALO GROVE, ILLINOIS 60089
J. Widbin

END OF RECORDED DOCUMENT