

# UNOFFICIAL COPY

Property of Cook County Office

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

24988828

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THIS INDENTURE, WITNESSETH, That Raymond J. Schmitt, Jr., a bachelor

(hereinafter called the Grantor), of 111 Baybrook Drive Palatine Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100 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 \*\*

AB97435

Unit Number 412 as delineated on survey of the following described parcel of real estate (hereinafter referred to as Parcel): that part of the North East 1/4 of the North West 1/4 of section 24, Township 42 North, Range 10 East of the Third Principal Meridian, described as commencing at a point on the East line of said North West 1/4, said point being South 00 degrees 00 minutes 00 seconds West, a measured along said East line of the North West 1/4 of said section 24, a distance of 667.47 feet from the North 1/4 corner of said section 24; thence South 90 degrees 00 minutes 00 seconds West (at right angles to the East line of the North West 1/4), a distance of 169.83 feet to the place of beginning, of the tract of land being herein described; thence South 00 degrees 00 minutes 00 seconds West, 139.90 feet; thence South 60 degrees 00 minutes 00 seconds East, 139.80 feet; thence South 30 degrees 00 minutes 00 seconds West, 73.34 feet; thence North 60 degrees 00 minutes 00 seconds West 139.80 feet; thence South 60 degrees 00 minutes 00 seconds West 139.80 feet; thence North 30 degrees 00 minutes 00 seconds West, 73.34 feet; thence North 60 degrees 00 minutes 00 seconds East, 84.52 feet; thence North 30 degrees 00 minutes 00 seconds West 27.67 feet; thence North 60 degrees 00 minutes 00 seconds East 38.33 feet; thence South 30 degrees 00 minutes 00 seconds East 27.67 feet; thence North 60 degrees 00 minutes 00 seconds East, 16.95 feet; thence North 00 degrees 00 minutes 00 seconds East, 139.80 feet; thence North 90 degrees 00 minutes 00 seconds East, 73.34 feet to the place of beginning, in Cook County, Illinois, which survey is attached as exhibit 'A' to declaration of condominium ownership and of easements, restrictions and covenants for Baybrook Park Apartments Homes Building 'D' Condominium, made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated August 20, 1971 and known as Trust Number 42956 and not individually filed in the office of the recorder of deeds of Cook County, Illinois, on September 4, 1973 as document number 22479186; together with an undivided 1.1988 per cent 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)

Also

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Parcel 2:  
Easements appurtenant to and for the benefit of Parcel 1, as set forth in declaration of covenants and easements dated October 20, 1971 and recorded November 9, 1972 as document number 22115026 and amended by declaration recorded September 14, 1973 as document number 22479182, for ingress and egress, all in Cook County, Illinois

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Property of Cook County Mortgage

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUN 5 '79 11 01 AM

Charles R. Olson  
Recorder for Deeds

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APR 7435

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 Raymond J. Schmitt, Jr., a bachelor justly indebted upon \$8,500.00 principal promissory note bearing even date herewith, payable on demand.

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 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 holder of the first mortgage indebtedness, with loss 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, 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 subsequent 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 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 the suit, including attorney's fees have been paid by 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 Raymond J. Schmitt, Jr. County of the grantee, or of his resignation, In the event of the death or removal from said County of said County is hereby appointed to be second 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 and seal of the Grantor this 24th day of May, 1979.

This document prepared by A. Krause, C/O Raymond J. Schmitt, Jr. (SEAL)  
**BUFFALO GROVE NATIONAL BANK** (Raymond J. Schmitt, Jr.) (SEAL)

555 W. BUNDEE RD.  
BUFFALO GROVE, ILL 60090

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Judith K. Widbin, a Notary Public in and for <sup>Lake</sup> ~~Mad~~ County, in the State aforesaid, DO HEREBY CERTIFY that Raymond J. Schmitt, Jr.

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and notarial seal this 24th day of May, 19 79.



Judith K. Widbin  
Notary Public

BOX No. **533**  
SECOND MORTGAGE

**Trust Deed**

TO

Mail To:

BUFFALO GROVE NATIONAL BANK  
555 W. DUNDEE RD.  
BUFFALO GROVE, IL 60090

**END OF RECORDED DOCUMENT**