

# UNOFFICIAL COPY

**TRUST DEED  
SECOND MORTGAGE FORM (Illinois)**

24 228 052

THIS INDENTURE, WITNESSETH, That Lawrence W. Mihm and Heidi M. Mihm, his wife, as joint tenants  
(hereinafter called the Grantor), of 3300 Carriageway Dr. Arlington Hts., 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 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 Arlington Heights County of Cook and State of Illinois, to-wit:

Parcel 1  
Unit No. 205, as delineated on Survey of the following described Parcel of Real Estate (hereinafter referred to as 'Parcel') All that part of Lot 41 in Frenchmen's Cove Unit 1, being a Subdivision in the North East 1/4 of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the South East Corner of said Lot 41; thence North 00 Degrees 01 Minutes 34 Seconds East along the East line of said Lot 41, 29.30 Feet; thence North 89 Degrees 58 Minutes 26 Seconds West, 23.14 Feet to a Point for a Point of beginning; thence South 72 Degrees 01 Minutes 28 Seconds West, 80.0 Feet; thence North 17 Degrees 58 Minutes 32 Seconds West, 132.92 Feet; thence South 87 Degrees 01 Minutes 33 Seconds West, 109.94 Feet; thence North 02 Degrees 58 Minutes 37 Seconds West, 80.0 Feet; thence North 87 Degrees 01 Minutes 28 Seconds East, 109.94 Feet; thence North 12 Degrees 01 Minutes 20 Seconds East, 132.92 Feet; thence South 77 Degrees 58 Minutes 32 Seconds East, 80.0 Feet; thence South 12 Degrees 01 Minutes 18 Seconds West, 130.70 Feet; thence South 02 Degrees 58 Minutes 32 Seconds East, 10.45 Feet; thence North 87 Degrees 01 Minutes 28 Seconds East, 14.0 Feet; thence South 02 Degrees 58 Minutes 32 Seconds East, 22.0 Feet; thence South 87 Degrees 01 Minutes 28 Seconds West, 14.0 Feet; thence South 02 Degrees 58 Minutes 32 Seconds East, 10.45 Feet; thence South 17 Degrees 58 Minutes 32 Seconds East, 130.70 Feet to the Point of beginning, in Cook County, Illinois, which Survey is attached as Exhibit 'B' to Declaration made by LaSalle National Bank, National Banking Association, as Trustee under Trust Agreement dated August 6, 1971 and known as Trust Number 42872, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 22739921 together with an undivided 1.500 per cent interest in said Parcel (excepting from said Parcel all the Property and Space comprising all the Units as defined and set forth in said Declaration and Survey) in Cook County, Illinois

Also

Parcel 2  
Easement appurtenant to and for the benefit of Parcel 1 as set forth in Declaration of Covenants and Easement dated May 22, 1973 and recorded May 25, 1973 as Document 22739921 and as created by Deed from LaSalle National Bank as Trustee to Lawrence W. Mihm and Heidi M. Mihm, his wife, recorded as Document 22739921 for ingress and egress, all in Cook County, Illinois.

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Property of Cook County Clerk's Office

A# 79 3336

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 Grantors Lawrence W. Mihm and Heidi M. Mihm, his wife, as joint tenants justly indebted upon \$13,804.00 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 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 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 seven 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 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 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 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: Lawrence W. Mihm and Heidi M. Mihm, his wife, as joint tenants

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then \_\_\_\_\_ 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 and seal of the Grantor S this 3rd day of December 19 77

This document prepared by J. Widbin, c/o \_\_\_\_\_ (SEAL)  
MAIL TO: Buffalo Grove, N. 1st St. \_\_\_\_\_ (Lawrence W. Mihm)  
555 W. Meunier Rd. \_\_\_\_\_ (Heidi M. Mihm)  
Buffalo Grove, IL 60070  
J-Kim

11.00

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Betsy A. Mitchell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence W. Mihm and Heidi M. Mihm, his wife

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.

Given under my hand and notarial seal this 3rd day of December, 19 77.

(Impress Seal Here)

Betsy A. Mitchell  
Notary Public

Commission Expires 2/8/81

DEC 8 9 00 AM '77

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REV 533

SECOND MORTGAGE  
Trust Deed

END OF RECORDED DOCUMENT