

# UNOFFICIAL COPY

25495291

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, that Jack D. Batio and Jo Ann R. Batio, his wife, not as tenants in common but as joint tenants (hereinafter called the Grantor), of 9432 Meadow Lane, Des Plaines, Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Twelve and No/100's Dollars in hand paid, CONVEY AND WARRANT to Buffalo Grove National Bank of 555 W. Dundee Rd., Buffalo Grove, Illinois (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 City of Des Plaines, Cook County of Cook and State of Illinois, to-wit:

The South half of Lot 22 in FIRST ADDITION TO MEADOWLANE SUBDIVISION; being a Subdivision of part of the East half of the North West Quarter of the North West Quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

9915 770

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney F. Olsen*  
RECORDING CLERK

10.00

1980 JUN 24 11 09 22

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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 Jack D. Batio and Jo Ann R. Batio, his wife, not as tenants in justly indebted upon 15,000.00 principal promissory note bearing even date herewith, payable

in 60 monthly installments of \$362.50 beginning July 1, 1980.

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 six months 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 Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee 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 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 shall bear 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 delays 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 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 upon the filing of any complaint to foreclosure of 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 same.

The name of a recorder here is Jack D. Batio and Jo Ann R. Batio, his wife, not as tenants in In the event of the death or removal from said common but as joint tenants county of the grantee, or of his resignation, refusal or failure to act, then common but 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 hand S and seal S of the Grantor S this 31st day of May, 19 80.

This document prepared by K. Ware  
c/o Buffalo Grove National Bank  
555 West Dundee Road  
Buffalo Grove, Illinois 60090

*Jack D. Batio* (SEAL)  
*Jo Ann R. Batio* (SEAL)  
(Jo Ann R. Batio)

Mail to **BOX 533**

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Thomas W. Tate, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jack D. Batic and Jo Ann R. Batic, his wife

personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me 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 31st day of May, 19 80.



[Signature]  
Notary Public

Commission Expires 5-14-1984

25495291

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_