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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25669581

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE WITNESSETH, That David W. Vinton and Patricia A. Vinton, his wife
in joint tenancy

(hereinafter called the Grantor), of 877 Cambridge Place, Wheeling, IL, 60090
(No. and Street) (City) (State)

for and in consideration of the sum of Nine Thousand Eight Hundred Eighty and no/100 Dollars
in hand paid, CONVEY AND WARRANT to Rose M. Giles, Trustee Plus interest as specified below*
of Golf Mill State Bank, 9101 Greenwood Ave., Niles, IL.
(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 Wheeling County of Cook and State of Illinois, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF CONTAINING LEGAL DESCRIPTION

UNIT 122- D IN CHELSEA COVE CONDOMINIUM NUMBER 1 AS DELINEATED ON SURVEY OF A PART OF LOT 1 OF CHELSEA COVE, A SUBDIVISION, BEING A PART OF LOTS 5, 6 AND 7 TAKEN AS A TRACT, IN OWNERS DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1973, AS DOCUMENT NUMBER 22205368 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 77166 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22064309, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS

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Cook County Clerk's Office

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Property of Cook

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 David W. Vinton and Patricia A. Vinton, his wife, jointly justly indebted upon one collateral promissory note bearing even date herewith, payable * to the order of Golf Mill State Bank at its office in Niles, Illinois in lawful money of the United States, 180 days after date, the sum of \$9880.00 with interest thereon at the rate of 18 per cent per annum from October 22, 1980 to the stated maturity hereon, and the highest lawful rate of interest hereafter until paid in full.

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 when due 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 Trustee herein as their interests may appear, and 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 to insure, or pay taxes or assessments, or discharge or purchase any 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 eight 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 or 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 eight per cent per annum, 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 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 order 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: David W. Vinton and Patricia A. Vinton, his wife IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Golf Mill State Bank 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 22nd day of October, 19 80.

X David W. Vinton (SEAL)
David W. Vinton
X Patricia A. Vinton (SEAL)
Patricia A. Vinton

Patrick J. Kelley, V.P. Golf Mill State Bank, 9101 Greenwood Ave. Niles, IL 60648
(NAME AND ADDRESS)

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David W. Vinton and Patricia A. Vinton, his wife, jointly

personally known to me to be the same person^s whose name^s 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 22nd day of October 19 80

(Impress Seal Here)

Daniel Martin
Notary Public



My Commission Expires Feb. 21, 1984
Commission Expires _____

1980 NOV 18 AM 9 08
RECORDED
COOK COUNTY ILLINOIS

RECORDER *George E. Cole*

NOV-18-80 378903 25669581 - REC 10.00

RECORDERS



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

25669581

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT