

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

25051443

THIS INDENTURE, WITNESSETH, That David E. Mills and wife Carol B.  
 (hereinafter called the Grantor), of 1337 Cove Dr. Wheeling Illinois 60090  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of eight thousand five hundred fifty one and 89/100 Dollars  
 in hand paid. CONVEY AND WARRANT to 1st National Bank of Wheeling  
 of 125 McHenry Road Wheeling Illinois 60090  
 (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:

Unit No. 205-D, as Delineated on Survey of the following Described Parcel of Real Estate (hereinafter referred to as "Parcel"): Part of the South east Quarter of the North West Quarter of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian, being situated in Wheeling Township, Cook County, Illinois, which Survey is attached as Exhibit 'A' to Declaration of Condominium for Quincy Park Condominium No. 3, made by Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated January 4, 1971 and known as Trust No. 24678 Recorded in the Office of the Recorder of Cook County, Illinois as Document No. 21840377 together with an Undivided .26721 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) in Cook County, Illinois.

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 E. Mills and wife Carol B. justly indebted upon their principal promissory note bearing even date herewith, payable

*IN 36 instalments of \$237.55 each beginning June 1, 1979.*

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and 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, 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 interests 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 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 hereof, without notice, become immediately due and payable, and when in arrear 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 term.

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, delays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, enforcing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding which 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 suit 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 receiver is: David E. Mills and wife Carol B.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title and Trust Company 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, this 27th day of April, 1979.

*David Mills* (SEAL)  
*Carol B. Mills* (SEAL)

This instrument was prepared by 1st National Bank of Wheeling 125 McHenry Rd. Wheeling IL  
(NAME AND ADDRESS)

J. Giers

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# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, L. GAIL AUGER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David E. Mills and wife Carol B.

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 27th day of April, 1979



L. Gail Auger  
Notary Public

1979 JUL 16 AM 10 30  
RECORDED IN BOOK 25051443 A - Rec 10.00  
JUL-16-79 6 2 3 1 1 2 • 25051443 • A - Rec 10.00

10<sup>00</sup> E



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

25051443

**END OF RECORDED DOCUMENT**