

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

25124135

THIS INDENTURE, WITNESSETH, That Michael J. Foley married to Dorian K. Foley

(hereinafter called the Grantor), of 3350 Carriageway Drive Arlington Heights Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/100----- (\$10.00)----- Dollars

has been 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 every thing 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:

-----See legal attached-----

A 998834

Parcel 1:

Unit 109 of Frenchmen's Cove Condominium Building 'A' as Delineated on the plat of 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 No. 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 West Corner of said Lot 41, thence North 00 Degrees 03 Minutes 09 Seconds East along the West line of said Lot 41, 474.56 feet, thence South 89 degrees 56 Minutes 51 Seconds East 46.55 Feet to a point for a point of beginning, thence North 42 degrees 52 Minutes 37 Seconds East 109.73 feet, thence North 32 degrees 02 Minutes 56 Seconds West, 133.12 feet thence North 57 degrees 57 Minutes 04 Seconds East, 80.0 feet, thence South 32 degrees 02 Minutes 56 Seconds East 130.74 feet, thence South 47 degrees 07 Minutes 23 Seconds East, 10.33 feet, thence North 42 degrees 52 Minutes 37 Seconds East 14.0 feet, thence South 47 degrees 07 Minutes 23 Seconds East, 22.0 feet, thence South 42 degrees, 52 Minutes, 37 Seconds West 14.0 feet, thence South 47 degrees, 07 Minutes, 23 Seconds East 10.44 feet, thence South 62 degrees 11 Minutes 41 Seconds East, 130.69 feet, thence South 27 degrees 48 Minutes 19 Seconds West, 30.0 feet, thence South 62 degrees, 11 Minutes, 41 Seconds West, 25.0 feet, thence South 27 degrees, 48 Minutes 19 Seconds West, 20.0 feet, thence North 62 degrees 11 Minutes 41 Seconds East, 25.0 feet, thence South 27 degrees 48 Minutes 19 Seconds West 30.0 feet, thence North 62 degrees 11 Minutes 41 Seconds West, 132.85 feet, thence South 42 degrees 52 Minutes 37 Seconds West 109.78 feet, thence North 47 degrees 07 Minutes 23 Seconds West, 80.0 feet to the point of beginning in Cook County, Illinois, which plat is attached as Exhibit 'A' to Declaration of Condominium Ownership (herein referred to as the Declaration) recorded in the Office of the recorder of deeds of Cook County, Illinois as Document No. 22339920, together with an undivided percentage interest in said Parcel (except all the space and properties comprising the units as set forth in said Declaration and Survey)

Together with a permanent and perpetual easement for the exclusive use of parking space 65 as delineated upon said plat

Also

Parcel 2:

Easements appurtenant to and for the benefit of parcel 1 as set forth in Declaration of covenants and easements dated May 22, 1973 and recorded May 23, 1973 as Document No. 22339921 and as created by deed from LaSalle National Bank, as Trustee under Trust No. 42872 to Robert E. Brauer and Evelyn C. Brauer, his wife, recorded July 23, 1973 as Document No. 22408262 for ingress and egress in Cook County, Illinois.

25124135



AP 98 834

Property of Cook County MORTGAGE

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 30 '79 9 00 AM

RECORDED FOR VALUE

25124135

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 Michael J. Foley married to Dorian K. Foley

justly indebted upon \$16,500.00 principal promissory note bearing even date herewith, payable on demand.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 1st 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 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 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, 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 producing 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 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 Michael J. Foley married to Dorian K. Foley

In the event of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, the _____ 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.

This document prepared by
Christa Lenczuk c/o

Witness the hand _____ and seal _____ of the Grantor _____ this 27th day of August, 19 79.

BUFFALO GROVE NATIONAL BANK
555 WEST DUNDEE ROAD
BUFFALO GROVE, ILLINOIS 60090

(X) Michael J. Foley (SEAL)
Michael J. Foley

(SEAL)

25124135

1.00

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Judith K. Widbin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Foley married to Dorian K. Foley

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.

Given under my hand and notarial seal this 27th day of August, 19 79.

Commissior, 7-19-83

Judith K. Widbin
Notary Public

25124135

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SECOND MORTGAGE
Trust Deed

TO

MAIL TO
BUFFALO GROVE NATIONAL BANK
555 WEST DUNDEE ROAD
BUFFALO GROVE, ILLINOIS 60090

END OF RECORDED DOCUMENT