

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

26 438 293

THIS INDENTURE, WITNESSETH, That Joseph W. Ziegler and Jean E. Ziegler, his wife, as joint tenants
(hereinafter called the Grantor), of 463 St. Mary's Parkway, Buffalo Grove, 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 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
of Buffalo Grove County of Cook and State of Illinois, to-wit:

Lot 128 in Buffalo Grove Unit 2, being a Subdivision of Section 4 and Section 5, Township 42 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded, July 3, 1958 as Document 17251860 in Book 517 Page 12 by the Recorder of Deeds of Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDER OF DEEDS

10.00

1982 DEC 14 AM 10:17

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Commonly known as: 463 St. Mary's Parkway, Buffalo Grove, 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 S. Joseph W. Ziegler and Jean E. Ziegler, his wife, as joint tenants justly indebted upon \$5,000.00 principal promissory note bearing even date herewith 1982 or if renewed, such date as appears on the renewal Note.

This Trust Deed/Second Mortgage is executed to secure all future loans that may be made to Joseph W. Ziegler and Jean E. Ziegler as evidenced by Notes reciting that said Notes are to be secured by this Trust Deed/Second Mortgage.

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 90 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 in 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 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 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 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 and 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 expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree 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: Joseph W. Ziegler and Jean E. Ziegler, 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 S and seal S of the Grantor S this 4th day of December, 19 82.

This document prepared by:
Cynthia S. Dahlem
Buffalo Grove National Bank
555 W. Dundee Rd.
Buffalo Grove, IL 60090

(X) *Joseph W. Ziegler* (SEAL)
(X) *Jean E. Ziegler* (SEAL)

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Cynthia S. Dahlen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph W. Ziegler and Jean Ziegler, his wife, as joint tenants 463 St. Mary's Parkway, Buffalo Grove, Illinois 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 4th day of December, 19 82.



(x) Cynthia S. Dahlen
(Cynthia S. Dahlen)

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BOX No.	SECOND MORTGAGE	TO	MAIL TO:
	Trust Deed		Buffalo Grove National Bank
			555 W. Dundee Rd.
			Buffalo Grove, IL. 60090

END OF RECORDED DOCUMENT