

TRUST DEED
SECOND-MORTGAGE FORM (Illinois)

26481727

THIS INDENTURE, WITNESSETH, That Lance G. Cienard and Claudia L. Cienard
his wife
 (hereinafter called the Grantor), of 322 W. Miner 3B Arlington Heights, Illinois
 (No. and Street) (City) (State)

for and in consideration of the sum of Seventy-six hundred thirty four and 18/100 Dollars
 in hand paid, CONVEY AND WARRANT to Northwest Trust & Savings Bank
 of 311 S. Arlington Heights Rdd, Arlington Hts., IL 60005
 (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 Arlington Heights County of Cook and State of Illinois, to-wit:

Unit 322-3B together with the undivided percentage interest in the common elements appurtenant to said Unit in the courtyards Condominiums of Lots 1, 2 and 3 and the East 80.96 feet of the South 333.47 feet of Lot 4 all in Underhill's Addition to the Town of Dunton, being a Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the Declaration of condominium Ownership and Plat of Survey attached thereto as Exhibit "A" recorded in the Officer of the Recorder of Deeds, Cook County, Illinois as Document 25,110,867.

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 Lance G. Cienard and Claudia L. Cienard
 justly indebted upon an installment note & Security Agreement promissory note bearing even date herewith, payable
 the date of December 2, 1982 and due December 10, 1986 and any and all renewals and
 extensions of that note.

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 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 procure 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 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 pay 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, out-of-pocket 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 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 his 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: _____

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 and seal of the Grantors, this 2nd day of December, 1982

Lance G. Cienard (SEAL)
Claudia Cienard (SEAL)

This instrument was prepared by _____
 (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

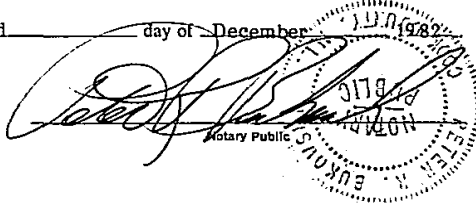
I, Peter R. Bukowski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lance G. Clenard and Claudia L. Clenard
his wife

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 2nd day of December

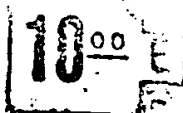
(Impress Seal Here)

MY COMMISSION EXPIRES
Commission Expires 10/20/35



1935 JAN 25 AM 9 35

JAN-25-35 693720 26481727 10.00



26481727

BOX No
SECOND MORTGAGE
Trust Deed

TO



26 481 727

END OF RECORDED DOCUMENT