

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

26 512 172

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That James J. Chrystal and Gail Katz Chrystal, his wife,  
as joint tenants

(hereinafter called the Grantor), of 1667 Ottawa Cr. Wheeling Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/100 Dollars  
in hand paid, CONVEY AND WARRANT to Continental Bank of Buffalo Grove, N.A.  
of 555 West Dundee Road 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 Wheeling County of Cook and State of Illinois, to-wit:

Unit 2-22-1 AS DELINEATED ON SURVEY OF CERTAIN LOTS IN TAHOE VILLAGE SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 20, 1971 AND KNOWN AS TRUST NUMBER 42930 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22270823 AS AMENDED FROM TIME TO TIME: TOGETHER WITH ITS UNDIVIDED PERCENTAGE 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.

Commonly known as: 1667 Ottawa Cr., Wheeling, 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 James J. Chrystal and Gail Katz Chrystal, his wife, as joint tenants justly indebted upon \$15,000.00 principal promissory note bearing even date herewith, 1983 or if renewed, such date as appears on the renewal Note.

This Trust Deed/Second Mortgage secures a Line of Credit of \$15,000.00 to be evidenced By Notes not exceeding that amount.

A# 929837

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1983 FEB 18 AM 10:45

*Sidney H. Olson*  
RECORDER OF DEEDS

26 512 172

10.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 Mortgagee 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, 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 said indebtedness had then matured by express terms.

IN THE EVENT OF failure to insure, or pay taxes or assessments, or the payment of 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 moneys 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 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, costs for documentary evidence, stenographer's charges, cost of procuring or compiling 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 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, appoint 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: James J. Chrystal and Gail Katz Chrystal, 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 hands and seals of the Grantor this 12th day of February 1983

(X) *James J. Chrystal* (SEAL)  
*Gail Katz Chrystal* (SEAL)

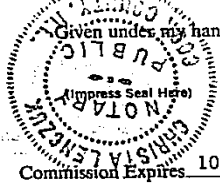
This instrument was prepared by Christa Lenczuk c/o Continental Bank of Buffalo Grove, N.A.  
555 W. Dundee Road, Buffalo Grove, IL. (NAME AND ADDRESS)

26 512 172

Box 533

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Christa Lenczuk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James J. Chrystal and Gail Katz Chrystal, 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 12th day of February, 19 83.  
  
Christa Lenczuk  
Notary Public  
Commission Expires 10-17-84

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

MAIL TO:  
CONTINENTAL BANK OF BUFFALO GROVE, N.A.  
655 WEST DUNDEE ROAD  
BUFFALO GROVE, ILLINOIS 60089  
26 512 172