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Dr. C Form 72779

TRUST DEED SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Carm J. Notaro and Joan M. Notaro, his wife, as joint tenants

(hereinafter called the Grantor), of 1623 Dogwood Ln. Mt. Prospect, 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 W. Dundee Road, Buffalo Grove, Illinois, 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 Mt. Prospect County of Cook and State of Illinois, to-wit:

Lot 971 in Brickman Manor First Addition, Unit #8, Being a Subdivision in the West Half of the Southeast Quarter of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.**

10.00

Commonly known as: 1623 Dogwood Ln., Mt. Prospect, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney M. Olson

RECORDER OF DEEDS

1983 MAY 12 AM 10:08

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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 Carm J. Notaro and Joan M. Notaro, his wife, as joint tenants justly indebted upon \$40,000.00 principal promissory note bearing even date herewith, 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 Carm J. Notaro and Joan M. Notaro 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 excepting time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and an amount to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or build or restore, or repairs or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed; (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 in force on said Mortgages or Trusts until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time of payment when the same shall become due and payable.

IN THE EVENT OF failure 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 any lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all monies so paid by 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 accrued from time of such breach at highest legal rate shall be recoverable by foreclosure thereof, or by suit in 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, outlays for documentary evidence, signographer's charges, cost of procuring or completing abstracts, 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, when a decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and 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 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 recordable trustee, Carm J. Notaro and Joan Notaro, his wife, as joint tenants

In the event of the 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 the first successor in 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 of and seal of the Grantor this 7th day of May, 1983

(X) Carm J. Notaro (SEAL)

(X) Joan M. Notaro (SEAL)

This document prepared by Mary Ann Forsythe c/o CONTINENTAL BANK OF BUFFALO GROVE, N. A. 555 W. Dundee Rd. Buffalo Grove, IL 60090

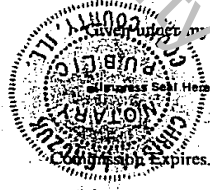
26 502 236

UNOFFICIAL COPY

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 Carm J. Notaro and Joan M. Notaro, 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 7th day of May, 1983

Christa Lenczuk
Notary Public

BOX 533
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

Continental Bank of Buffalo Grove, N.A.
555 West Dundee Road
Buffalo Grove, Illinois 60090

26 602 236

END OF RECORDED DOCUMENT