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TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Francis Matthew Baines married to Christie L. Baines  
his wife

(hereinafter called the Grantor), of 1912 Prairie Sq. Unit 127, Schaumburg, Illinois 60195  
(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 60090  
(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 Schaumburg County of Cook and State of Illinois, to-wit:

SEE LEGAL ATTACHED

11 00

PARCEL 1:

UNIT NO. 127A IN THE WALDEN CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF FRACTIONAL SECTION 1 TOGETHER WITH PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECT ON 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24764865 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 33A, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 24764865.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2; AS SET FORTH IN THE GRANT RECORDED AS DOCUMENT 21218271, THE DECLARATION RECORDED AS DOCUMENT 21218272, AS MODIFIED BY DOCUMENT 21314070, AND AS CONFIRMED BY GRANT RECORDED AS DOCUMENT 21314484, AS AMENDED BY DOCUMENT 21314390.

GRANTOR ALSO HEREBY GRANTS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS CONVEYANCE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HERE.

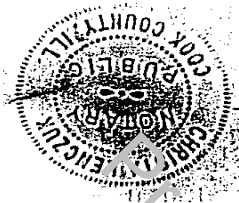
Commonly known as: 1912 Prairie Sq., Unit 127, Schaumburg, Illinois

A# 932167

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Property of Cook County Clerk

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Sidney K. Olson*  
RECORDER OF DEEDS

1983 AUG 13 AM 10:04

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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 Francis Matthew Baines married to Christie L. Baines, his wife justly indebted upon \$27,000.00 principal promissory note bearing even date herewith, payable 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 Francis Matthew Baines 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 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) if a 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 interests 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 encumbrances, 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 payment of encumbrances 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 encumbrances 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 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, costs 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 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, 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: Francis Matthew Baines married to Christie L. Baines, his wife

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, or receiving his reasonable charges.

Witness the hand and seal of the Grantor this 22nd day of July, 19 83

(X) *Francis Matthew Baines* (SEAL)  
Francis Matthew Baines (SEAL)

This instrument was prepared by Christa Lenczuk c/o Continental Bank of Buffalo Grove, N.A.  
555 West Dundee Road, Buffalo Grove, IL. 60090 (NAME AND ADDRESS)

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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 Francis Matthew Baines

personally know 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 22nd day of July, 19 83.

(Impress Seal Here)

Christa Lenczuk  
Notary Public  


Commission Expires 10-27-84

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

TO

**BOX 533**

*Mack to:*

CONTINENTAL BANK OF BUFFALO GROVE, ILL.  
855 WEST DUNDEE ROAD  
BUFFALO GROVE, ILLINOIS 60089

attn: NOTE TELLER

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END OF RECORDED DOCUMENT