

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

26 735 237

BFC Form 72779

THIS INDENTURE, WITNESSETH That Robert J. Campbell, divorced and not since remarried  
 (hereinafter called the Grantor), of 1962 Hidden Creek Circle, Palatine, Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of Ten and no 00/100 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 Palatine County of Cook and State of Illinois, to-wit:

The land referred to in this policy is described as follows:

PARCEL 1: UNIT NUMBER 8-85 IN THE GROVES OF HIDDEN CREEK CONDO-  
 MINUM II AS DELINEATED ON A SURVEY OF PART OF THE SOUTHEAST 1/4 OF  
 SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS  
 EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
 EASEMENTS, RESTRICTIONS AND COVENANTS AND BY-LAWS FOR THE GROVES OF  
 HIDDEN CREEK CONDOMINIUM II (DECLARATION) MADE BY LA SALLE NATIONAL  
 BANK, AS TRUSTEE UNDER TRUST NUMBER 44398, RECORDED IN THE OFFICE OF  
 THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 23517637  
 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS  
 AS SET FORTH IN THE DECLARATION (EXCEPTING FROM SAID PARCEL ALL THE  
 PROPERTY AND SPACE AUTOMATICALLY CHANGE IN ACCORDANCE WITH  
 DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO THE DECLARATION,  
 AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED  
 DECLARATIONS, ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN  
 SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE  
 DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED  
 DECLARATION AS THOUGH CONVEYED HEREBY.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS  
 SET FORTH IN DECLARATION OF EASEMENTS DATED FEBRUARY 3, 1977 AND  
 RECORDED JULY 19, 1977 AS DOCUMENT NUMBER 24018279 AND AS CREATED BY  
 DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT  
 DATED JULY 11, 1977 AND KNOWN AS TRUST NUMBER 44398, TO STEPHEN D.  
 HAISLEY AND LAUREN HAISLEY, HIS WIFE, DATED MAY 9, 1977 AND RECORDED  
 AUGUST 19, 1977 AS DOCUMENT 24065183 FOR INGRESS AND EGRESS, ALL IN  
 COOK COUNTY, ILLINOIS.

26 735 237

A# 932314

Property of Campbell

10 17 83

Commonly known as: 1962 Hidden Creek Circle, Palatine, 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 Robert J. Campbell, divorced and not since remarried

justly indebted upon \$18,000.00 Principal promissory note, bearing even date herewith, ~~XXXX~~ 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 Robert J. Campbell, divorced and not since remarried as evidenced by Notes reciting that said Notes are to be secured by this Trust Deed/Second Mortgage.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Edw. H. Olson*  
RECORDER OF DEEDS

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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 therefore; (3) within sixty days after destruction or damage to rebuild or restore buildings 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 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; (6) to pay 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.

IN THE EVENT of failure so 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 tax liens, or purchase any tax title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all monies 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, plus as 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 thereon from the date 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 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, stipulator'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 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 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, issue and profits of the said premises.

The name of a record holder Robert J. Campbell, divorced and not since remarried

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 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, 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 Grantor \_\_\_\_\_ this 3rd day of August, 19 83.

(X) *Robert J. Campbell* (SEAL)  
(Robert J. Campbell)

This document prepared by : C. Dahlem  
CONTINENTAL BANK OF BUFFALO GROVE, N. A.  
555 W. Dundee Rd.  
Buffalo Grove, IL 60090

11.00 (SEAL)

26 735 237

UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Cynthia S. Dahlem, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Campbell, divorced and not since remarried  
1962 Hidden Creek Circle, Palatine, Illinois  
personally known 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.



and notarial seal this 3rd day of August, 1983.  
(x) Cynthia S. Dahlem  
(Cynthia S. Dahlem)  
Commission Expires 11-6-84

BOX No. BOX 533  
SECOND MORTGAGE  
**Trust Deed**

TO

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

26 735 237

**END OF RECORDED DOCUMENT**