

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

26741366

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Michael P. Kaye and Cynthia D. Kaye (his wife)

(hereinafter called the Grantor), of 276 Stone Hill Lane, Schaumburg, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to State Bank of Countryside  
of 6724 Joliet Rd., Countryside, 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 Schaumburg County of Cook and State of Illinois, to-wit:

LEGAL ATTACHED

Unit No. 1-2-6-LA1 together with a perpetual and exclusive easement in and to garage Unit No. G-1-2-6-LA1 as delineated on a Survey of a parcel of land being a part of the East 1/2 of the Southeast Quarter of Section 22, Township 41 North, Range 10 East of the Third Principal Meridian (hereinafter referred to as "Development Parcel") which Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee Under Trust Agreement dated June 1, 1977 and known as Trust No. 22502, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24393272 as set forth in the amendments thereto, together with percentage of common elements appurtenant to said Units as set forth in said Declaration and in accordance with amended Declarations, and together with additional common elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations which percentage shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations as though conveyed hereby. Trustee also hereby grants to Grantee and Grantee's successors and assigns, as rights and easements appurtenant to the above described real estate, that rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and Trustee 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.

Hereby releasing  
IN TRUST, to

WHEREAS, The Grantor Michael P. Kaye and Cynthia D. Kaye (his wife)  
justly indebted upon a certain principal promissory note, bearing even date herewith, payable in 59 installments of \$1,820.25 each and a final installment of the outstanding balance beginning on August 20, 1983 and continuing on the same day of each successive month thereafter until the debtor's note is paid in full

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) not waste or allow premises to 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 incumbrances, and the interest thereon, at the time or times 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 or pay or use 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 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 accrued 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, charges 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 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 record owner 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, or receiving his reasonable charges.

Witness the hand and seal of the Grantor, this 15th day of July, 1983

X Michael P. Kaye (SEAL)  
X Cynthia D. Kaye (SEAL)

This instrument was prepared by M. Hartel, 6724 Joliet Rd., Countryside, Illinois 60525  
(NAME AND ADDRESS)

26741366

STATE OF ILLINOIS AUG-19-83 750593 26741366 A - REC 13.00  
COUNTY OF COOK ss.

I, MAUREEN J. HARTEL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL P. KAYE AND CYNTHIA D. KAYE

person(s) known to me to be the same person(s) whose name(s) 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 A free and voluntary act, for the uses and purposes therein set forth, including the release and

waiver of the right of homestead.

Witness my hand and notarial seal this 15<sup>th</sup> day of July, 1983



Maureen J. Hartel  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES FEB 13 1985  
ISSUED THRU ILLINOIS NOTARY ASSOC.

13.00

19 AUG 05 1983

BOX No.	SECOND MORTGAGE	TO
	<b>Trust Deed</b>	

MAIL TO:  
STATE BANK OF COUNTRYSIDE  
6724 Joliet Road  
Countryside, Illinois 60525

996777966

END OF RECORDED DOCUMENT