

26 847 313

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

BFC Form 72779

THIS INDENTURE, WITNESSETH, That Michael Singer and Ellen M. Singer, his wife, as joint tenants  
(hereinafter called the Grantor), of 1426 E. Flemming Drive, Arlington Heights, 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 Buffalo Grove, County of Cook and State of Illinois, to-wit:

Lot 452 in Northgate Unit 4-B being a Subdivision in the East 1/2 of Section 8 and the West 1/2 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

10.00

Commonly known as: 1426 E. Flemming Drive, Arlington Heights, Illinois

Hereby releasing and waiving all rights under and by reason 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 Michael Singer and Ellen M. Singer, his wife, as joint tenants justly indebted upon \$28,000.00 principal promissory note bearing even date herewith ~~xxxxxx~~ 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 Michael Singer and Ellen M. Singer 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 prior to the first day of June 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, or build or restore, or the making 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 hereunder, 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 full force 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 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 lien or file 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 highest legal rate shall be a charge against the 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 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 on behalf of plaintiff in connection with the foreclosure of a mortgage including reasonable attorney's fees, outlays for documentary evidence, sheriff'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 claim on 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, whether decree of sale shall have been entered or not, shall not be dismissed, nor release be set 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 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 Michael Singer and Ellen M. Singer, his wife, as joint tenants  
In the event of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Continental Bank of Buffalo Grove, N.A. 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 s and seal s of the Grantor s this 15th day of October, 19 83

(X) Michael Singer (SEAL)  
(X) Ellen M. Singer (SEAL)

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

A933402 Df call

COOK COUNTY MORTGAGE RECORDS 26 847 313

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Mary Ann Forsythe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Singer and Ellen M. Singer, 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 15th day of October, 19 83



Mary Ann Forsythe  
Notary Public

*Richard J. Olson*  
RECORDER OF DEEDS  
26847313

26 847 313

COOK COUNTY CLERK'S  
FILED FOR RECORD  
1983 NOV -2 PM 3:05

BOX NO. **30A 533**

SECOND MORTGAGE  
**Trust Deed**

TO

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

**END OF RECORDED DOCUMENT**