

TRUST DEED
FIRST MORTGAGE FORM (Illinois)

FORM No. 2202

26 856 323

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Devon Bank U/T/A dated 12/1/78, Trust #3605
 (hereinafter called the Grantor), of 301 Elmwood, Plum Grove Estate, Palatine, 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
 (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 every thing 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:

Lot 87 in Plum Grove Estates Unit 4 being a Subdivision in the South half of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, and in Sections 7 and 12, Township 41 North, Range 10 East of the Third Principal Meridian, and in Section 6, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 301 N. Elmwood, Plum Grove Estate, Palatine, Il.

11.00

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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 Devon Bank, U/T/A dated 12/1/78, Trust #3605 justly indebted upon \$75,000.00 principal promissory note bearing even date herewith, payable or if renewed, such date as appears on the renewal Note.

This Trust Deed/First Mortgage is executed to secure all future loans that may be made to Geraldine B. Amoroso as evidenced by Notes reciting that said Notes are to be secured by this Trust Deed/First 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 of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the waste on 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 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 discharge of 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 purchase any tax lien or 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 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 in equity, 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 other 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: Devon Bank, U/T/A dated 12/1/78, Trust #3605
 IN THE EVENT of the death or removal from said Palatine County of the grantee, or of his resignation, refusal or failure to act, then Devon Bank 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, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 25th day of July 1983

DEVON BANK

DEVON BANK TRUSTEE U/T/A
 By [Signature]
 CORPORATE SEAL

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

26 856 323

UNOFFICIAL COPY

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TRUST DEED

Property of Cook County Clerk's Office

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties, and agreements, by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the DEVON BANK in CHICAGO or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney R. Olson
RECORDER OF DEEDS

STATE OF ILLINOIS

1983 NOV 9 9 AM 10:58

26856323

COUNTY OF COOK

I, ANN URBACH, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that WARFORD MORGAN TRUST DEEDS

OF GENUINE BIRTH

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.

Given under my hand and notarial seal this 28th day of OCTOBER, 1983



Ann Urbach
Notary Public

MY COMMISSION EXPIRES 7-31-84

COOK COUNTY

26 856 323

BOX No. _____

FIRST SECONDS MORTGAGE

Trust Deed

TO _____

Mail to:

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

END OF RECORDED DOCUMENT