

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

26 948 683

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Richard J. Motley and Janet K. Motley, his wife,
as joint tenants
(hereinafter called the Grantor), of 171 Timberlane Drive, Palatine, Illinois (State)
(No. and Street) (City)

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 (State)
(No. and Street) (City)

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 30 in Pepper Tree Farms Unit Number 3, being a Subdivision in the South East 1/4 of the North West 1/4 of Section 11, Township 42 North, Range 10 East of the Third Principal Meridian, as per Plat Document Number 2038-078 in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDED OF DEEDS

1984 JAN 30 PM 12:46

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Property Commonly Known As 171 Timberlane Drive, Palatine, IL. 60067

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 Richard J. Motley and Janet K. Motley, his wife, as joint tenants justly indebted upon \$8,000.00 principal promissory note bearing even date herewith, payable

in 60 monthly installments of \$192.43 beginning February 20, 1984

10.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as aforesaid 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) to cause to be placed on said premises a fire insurance policy in the amount of the principal of said 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 so insure, or pay taxes or assessments, or the payment 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 an additional 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 all earned interest, shall, at the option of the legal holder thereof, upon 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, of a notary 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 the 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: Richard J. Motley and Janet K. Motley, as joint tenants County of Cook of the grantee, or of his resignation, refusal or failure to act, then James Stonecipher 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 hands and seals of the Grantors this 16th day of January, 1984

Richard J. Motley (SEAL)
(Richard J. Motley)
Janet K. Motley (SEAL)
(Janet K. Motley)

This instrument was prepared by James Stonecipher, Continental Bank of Buffalo Grove, N.A.
(NAME AND ADDRESS)
555 W. Dundee Road
Buffalo Grove, IL. 60090

A934 367 D9000

26 948 683

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Antoinette A. Groberski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Motley and Janet K. Motley

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 16th day of January, 1984

(Impress Seal Here)

Antoinette A. Groberski
Notary Public

Commission Expires 11-19-89

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:
Continental Bk of Buffalo Grove, N.A.
555 W. Dundee Rd
Buffalo Grove, Ill 60090
BOX 333

26 948 683