

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2292  
September, 1975

047 408 10<sup>00</sup>

GEORGE E. COLE<sup>®</sup>  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That ROSEMARIE F. THOMAS, divorced & not since remarried (hereinafter called the Grantor), of 231 Nantucket Harbor, Unit 1404, Schaumburg, Illinois 60193 (No. and Street) (City) (State) for and in consideration of the sum of Seven Thousand Ninety-Six & 50/100 (\$7096.50) Dollars in hand paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK, a corporation of Illinois of 111 East Busse Avenue, Mount Prospect, Illinois 60056 Trustee (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: SEE ATTACHED

LEGAL DESCRIPTION - NANTUCKET COVE

UNIT 1404 in Nantucket Cove Condominium as delineated on Plat of Survey (Condominium) of the following-described parcel of real estate:

Certain Lots and Blocks in Subdivisions in the West 1/2 of the South West 1/4 of Section 26 and in the East 1/2 of the South East 1/4 of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Nantucket Cove, as heretofore or hereafter amended from time to time, executed by LaSalle National Bank as Trustee under Trust No. 47172, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22957844, together with a percentage of the Common Elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Declarations as same are filed of record pursuant to said 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.

This Deed is given on the condition limitation that the percentage of ownership of said Grantees in the Common Elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any Amended Declarations recorded pursuant thereto, and right of revocation is also hereby reserved to the Grantor herein (party of the first part) to accomplish this result. The acceptance of this conveyance by the Grantees (party of the second part) shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois to a shifting of the Common Elements pursuant to said Declaration and to all the other terms of said Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each Amended Declaration pursuant thereto.

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration and in the Declaration of Covenants, Conditions, Restrictions and Easements for the Nantucket Cove Homeowners Association, recorded with the Recorder of Deeds of Cook County, Illinois, on January 8, 1975, as Document No. 22957843, and party of the first part reserves for itself, its successors and assigns the rights and easements set forth in said Declarations for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declarations, the same as though the provisions of said Declarations were recited and stipulated at length herein.

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RECEIVED IN BAD CONDITION

Property of Cook County

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Litney K. Olson*  
RECORDER OF DEEDS

1984 APR 17 AM 10:10

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It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5¢) for each dollar (\$1) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

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 ROSEMARIE F. THOMAS, divorced & not since remarried

justly indebted upon One Installment Note bearing even date herewith, payable to the MOUNT PROSPECT STATE BANK in the principal sum of Seven Thousand Ninety-Six & 50/100 (\$7096.50) Dollars, the said principal and interest to be paid in monthly installments of Two Hundred Thirty-Six & 55/100 (\$236.55) Dollars on the 25th day of May A. D., 1984, and Two Hundred Thirty-Six & 55/100 (\$236.55) Dollars on the 25th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 25th day of October A. D., 1986, with interest after maturity until paid at the rate of 16.2520 per centum per annum.

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 within one 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) that while 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, that 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 the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance and 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 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 and agreements the whole or said indebtedness, including principal and 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 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, 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 court 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 here is: Cook County of the grantee, or of his resignation, IN THE EVENT of the death or removal from said Chicago Title and Trust Company 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 11th day of April, 1984

The Installment Note mentioned in the within Trust Deed has been identified herewith Rosemarie F. Thomas (SEAL) under Identification No. 2800 Rosemarie F. Thomas

MOUNT PROSPECT STATE BANK, (SEAL)

a corporation of Illinois, Trustee

BY: Robert E. Walter

Trust Officer MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill.

This instrument was prepared by (NAME AND ADDRESS) 60056

BY: Thomas E. May, Vice President

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Wanda M. Meessmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSEMARIE F. THOMAS

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 she signed, sealed and delivered the said instrument as her 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 12th day of April, 1984.

(Impress Seal Here)

*Wanda M. Meessmann*  
Notary Public

Commission Expires 7-15-85

Property of Cook County Clerk's Office

BOX No. \*SEE BELOW

**SECOND MORTGAGE  
Trust Deed**

ROSEMARIE F. THOMAS, divorced &

not since remarried-----  
TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee-----

PROPERTY:

231 Nantucket Harbor--Unit 1404  
Schaumburg, Illinois 60193

PLEASE RETURN DOCUMENT TO:

\*MOUNT PROSPECT STATE BANK  
111 East Busse Avenue  
Mt. Prospect, Illinois 60056  
ATTN: Mrs. W. Meessmann  
Inst. Ln. Dept.

RECORDER'S BOX NO. 15

27 047 408

GEORGE E. COLE®  
LEGAL FORMS