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TRUST DEED SECOND MORTGAGE FORM (Illinois)

27267021

ſ	The Bank & Trust Company of Arlington Heights as Successor	
Į	THIS INDENTURE, WITNESSETH, That Trustee to Northpoint State Bank, not personally, but as Trustee	е
	under Trust Agreement dated June 28, 1977 and known as Trust No. 386	
	(hereinafter called the Grantor), of 140 Ruskin Drive Elk Grove Village Julinois (No. and Street) (City) (State)	
	for and in consideration of the sum of **One Hundred Twenty Five Thousand and no/100 Dollars	
Ì	in hand paid, CONVEYS XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
İ	of 311 South Arlington Heights Road Arlington Heights 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 fol-	
	lowing described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures,	
ال	and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village	
	C Elk Grove County of COOK and State of Illinois, to-wit:	
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	Lot 2 in Elk Grove Estates Custom Lots of Parcel B being a	
	Sylon vision in the South West 1/4 of Section 29, Township 41 North,	
	Fang '1 East of the Third Principal Meridian, according to the plat 'nereof recorded in the Office of the Recorder of Deeds	
	December 4, 1.369 as Document 21029437, in Cook County, Illinois.	
	50000000, 110 E 500000000, 10 0000 0 10 0,	
	Y O ,	
386.	Hereby releasing and waiving all rights under an brivirtue of the homestead exemption laws of the State of Illinois. In Trust, nevertheless, for the purpose of see the performance of the covenants and agreements herein.	
38	WHEREAS, The Grantor ** WHEREAS, The Grantor	
್ತೆ	justly indebted upon principal promissory note bearing XVXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
e bank, Trust No.		
bank, rust }	the date of August 30, 1984 and due locamber 29, 1984 in the amount of	
	\$20,000 in the name of Will's Hardware In ., D/B/A Central & Wilke True	
	Value and any and all renewals and extensions up to and including \$125,000.	
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known	*/X.	
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pue	-C3 ^V	
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977	,0,	
.;≘	THE CRANTOR coverages and agrees as follows: (1) To may said indebtedness and the district the core herein and in said note or notes	
8	provided, or according to any agreement extending time of payment; (2) to pay when due it call year, all to e. an assessments against said prem-	
1.2	THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the Storest the core herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due it (2) per year, all the care assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days affect destructions, damage to rebuild of, easy recall buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises that may have been destroyed or damaged; (4) that waste to said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be core attended as unfrenced (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, the frence hardward to the companies to be selected by the grantee herein.	
i iii	all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is never authorized to place such insurance in companies acceptable to the holder of the first mortrage indebted of this loss clause attached payable 1, 2, or 2 is first Trustee or	٠.
F	Insurance in companies acceptable to the holder of the first mortrage indebted with loss clause attached payable now, or its first Trustee or Mortragees, and, second, to the Trustee herein as their interests may appear, who policies shall be left and ternain w in the said Mortragees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrance, and the interest thereon, at the time or inner we the same shall	23
A under Trust Agreement dated June 28,		2726702
g	IN THE EVENT of tailure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon who due, the grantee or the holder of said indebtedness, may procure such insurance, or pay with taxes or assessments, or discharge or purchase any tax is affecting said premises or pay all prior incumbrances and the interest better to time; and all money so paid, the Granter arces to pay immediately without demand, and the same with interest thereof from the date of payment at eight per cent per annum shall be o much individual indebtedness recurred breaks.	æ;
144	affecting said premises or pay all prior incumbrances and the interest before from time to time; and all money so paid, the Grantor grees to e- ray immediately without demand, and the same with interest therefore from the date of navment at eight ner cent nor annum shall be o much 1.	\geq
en	ditional indebtedness secured hereby. IN THE EVENT of a breach of any of the aforessid dynamats or agreements the whole or said indebtedness, including princip, and are carried interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest the confront time of such breach at legist per cent per annum owns be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all or 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, outby, for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises much against a discussments, occasioned by any suit or proceeding wherein't grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid to the party of	స్
, E	earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest the con-	
16	from time of such breach at eight per cent per annum, some be recoverable by toreclosure thereof, or by sunt at law, or both, the same as it 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 bertof-including resemble at our properties abstract.	
St	showing the whole title of said premises embracing foreclosure decree-shall be paid by the Grantor; and the like expenses and disbursements.	
Ę	by the Grantor. All such expenses and disput ments shall be an additional lieu upon said premises, shall be taxed as costs and included in any de-	
10	cree that may be rendered in such foresteady proceedings; which proceedings, 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 is eyes have been paid. The	
_ae	Grantor for the Grantor and for the city, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, sid premises pending such the control of the course of the Grantor waives all right to the possession of, and income from, sid premise the pending such that the Crust Develope the Crust	
ું ≒	in which suit complaint is filed, and at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to	İ
of	The name of a record owner is:	í
r.r.y	IN THE EVENT despe death or removal from said County of the grantee, or of his resignation,	
g L	refusal or failure to hen of said County is hereby appointed to be first successor at 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	
Company t as Truste	1 Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed.	
0 2	the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.	ŀ
ust bu	Witness the band_and seal_of the Grantor_this 24th day of August 19.84	
Ę.	The Bank & Trust Company of Arlington Heights	
Å	as Successor Trustee to Northpoint State Bank, not personally, but as Trustee under (SEAL)	Ì
k (Trust Agreement dated June 28, 1977 and known as Trust Ng 355	1
Bank & The personally,	Assistant Vice President & Trust Officer	
m g		ļ
The	Asst. Vice Pres & Trust Official's Instrument was prepared by	
**The Bank & Trust not personally, but	This instrument was prepared or with the control of	
*	FIRSTE AZLANOFS BANK APLINGTON HEIGHTS, ILLINOIS, 60005	
		1
	FOHM 19366 BANKFOHMS, INC.	

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR MORTGAGE DATED

*As Successor Trustee to North Foint State Bank,

This MORTGAGE or TRUST DEED in the nature of a mortgage is executed by THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but as Trustee under Trust No. The power in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE BANK & TRUST COMPANY of the Instrument) hereby warrants that it possesses full power and authority to execut this instrument) and it is expressly understood and agreed that nothing contained here nor in the Note, or in any other instrument given to evidence the indebtedness seconed hereby shall be construed as creating any liability on the part of said Mortgagor or Grantor, or on said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally to pay the laid Note or any interest that may accrue thereon, or any indebtedness accruing ner under, or to perform any covenant, either express or implied, herein contained, all such or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of the said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

*The Bank & Trust Company of A

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24 SEP 84 3: 26 SEP-24-84 939053 • 27267021 - A -- Rec 11.00 STATE OF ILLINOIS) COUNTY OF COOK Elaine Reinberger I, Elaine Reinberger , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Anita D. Kraus, Assistant Vice President and Trust Officer of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Leonidas Mata, Trust Officer of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Leonidas Mata, Assistant Vice President and Trust Officer of said Bank, personally known to me to be the same errons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the ises and purposes therein set forth; and the said Assistant Vice President and Trust Office. did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth. for the uses and purposes therein set forth. GIVEN under my hand and lotarial Seal this September My Commission Expires: 1/5/86 Journal Clarks 2726 Francisco SECOND MORTGAGE

END OF RECORDED DOCUMENT