

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

27267021

The Bank & Trust Company of Arlington Heights as Successor Trustee under Trust Agreement dated June 28, 1977 and known as Trust No. 386 (hereinafter called the Grantor), of 740 Ruskin Drive Elk Grove Village Illinois (No. and Street) (City) (State) for and in consideration of the sum of \*\*One Hundred Twenty Five Thousand and no/100 Dollars in hand paid, CONVEYS ~~and~~ to FIRST ILLINOIS BANK OF ARLINGTON HEIGHTS 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 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 Elk Grove County of Cook and State of Illinois, to-wit:

Lot 2 in Elk Grove Estates Custom Lots of Parcel B being a Subdivision in the South West 1/4 of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian, according to the plat hereof recorded in the Office of the Recorder of Deeds December 2, 1969 as Document 21029437, in Cook County, Illinois.

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 ~~is~~ principal promissory note bearing ~~XXXXXX~~ justly indebted upon \_\_\_\_\_

the date of August 30, 1984 and due November 29, 1984 in the amount of \$20,000 in the name of Will's Hardware, Inc., D/B/A Central & Wulke True Value and any and all renewals and extensions up to and including \$125,000.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to 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, whose policies shall be left and remain with the said Mortgagee or Trustee 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 a breach of any of the aforesaid covenants or 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, to 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, out-of-pocket 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 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 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 suit complaint is filed, shall 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 \_\_\_\_\_ IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act as trustee of 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 24th day of August, 19 84

The Bank & Trust Company of Arlington Heights as Successor Trustee to Northpoint State Bank, not personally, but as Trustee under Trust Agreement dated June 28, 1977 and known as Trust No. 386

BY: Walter J. Wulf Assistant Vice President & Trust Officer (SEAL)

Attest: Leopoldo Wata Ass. Vice Pres & Trust Officer THIS INSTRUMENT WAS PREPARED BY WILBER G. WOLF This instrument was prepared by \_\_\_\_\_

FIRST ILLINOIS BANK ARLINGTON HEIGHTS, ILLINOIS 60005

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Property

Cook County MORTGAGE

27267021

Property of Cook County

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR MORTGAGE DATED 8-24-84 UNDER TRUST NO. 3860P.

\*As Successor Trustee to North Point 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. 3860P in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness secured 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 said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, 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.

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