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Property

\_\_\_\_\_ RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR  
MORTGAGE DATED October 28, 1986 UNDER TRUST NO. 2013

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. 2013 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 in 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.

SEE TRUSTEE'S RIDER ATTACHED HERE

0095630

THIS INDENTURE, WITNESSETH, That The Bank & Trust Company of Arlington Heights, not personally but as Trustee under Trust Agreement dated 12/28/78 and known as Trust #2013 (hereinafter called the Grantor), of 900 East Kensington Road Arlington Heights Illinois

for and in consideration of the sum of Seventy Thousand and no/100 Dollars in hand paid, CONVEY ~~XXXXXXXXXX~~ to Valley Bank & Trust Company of BBB N. LaFox St. South Elgin Illinois

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 City of Palatine County of Cook and State of Illinois, to-wit:

Lot Ninety-one (91) in Willow Wood, being a Subdivision of part of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles, of Cook County, Illinois, on July 30, 1962, as Document Number 2046942.

Common Address: 465 N. Stark Dr., Palatine, IL 60067

Property Identification: 22 14 203 029 BBD

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 aforesaid is justly indebted upon his own principal promissory note bearing even date herewith, payable

to the order of Valley Bank & Trust Company in accordance with the terms and provisions contained in said note.

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) the 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 Trust 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 the prior 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 18.0 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, with due 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, costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees—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 all claims 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 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: Cook County of the grantee, or of his resignation, refusal or failure to act, then 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 28th day of October 1986

The Bank & Trust Co. of Arlington Heights as Trustee under Trust Agreement dtd 12/28/78 & known as Trust #2013 and not personally

By: Assistant Vice President and Trust Officer (SRAL)

Attest: Assistant Vice President and Trust Officer

This instrument was prepared by Karleen Olson, 888 N. LaFox St., South Elgin, IL (NAME AND ADDRESS)

NOTE IDENTIFIED

COULD BE MADE A PART HEREOF

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# UNOFFICIAL COPY

SEE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PART HEREOF

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, Susan M. Amyotte, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Anita D. Kraus Assistant Vice President & Trust Officer of THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Leonidas Mata, Assistant Vice President & Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President & Trust Officer and Assistant Vice President & Trust Officer, respectively, 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 uses and purposes therein set forth; and the said Assistant Vice President & Trust Officer 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.

GIVEN under my hand and Notarial Seal this 17 day of December, 1986.

Susan M Amyotte  
Notary Public  
My Commission Expires: 12-6-89

NOTARY PUBLIC OF COOK COUNTY Clerk's Office

13/933/13 DUPLICATES  
 BOX No. \_\_\_\_\_  
 SECOND MORTGAGE  
 Trust Deed

2505830

2505830

RECORDED IN PUBLIC LIBRARY  
 115 WEST COLfax  
 CHICAGO, ILLINOIS 60607

Submitted by \_\_\_\_\_  
 Address \_\_\_\_\_  
 Promisor \_\_\_\_\_  
 Beneficiary \_\_\_\_\_  
 Address \_\_\_\_\_  
 Deed or duplicate Trust \_\_\_\_\_  
 Rec'd to \_\_\_\_\_  
 Date \_\_\_\_\_