

10/29/95
TRUST DEED
 SINGLE PAYMENT
 VARIABLE RATE

UNOFFICIAL COPY

04081125

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE November 3 1994, between Harris Bank Barrington, National Association, not personally but as Trustee under provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement, dated September 30, 1993 and known as Trust No. 11-4916.

herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association,

A National Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to Harris Bank Barrington, National Association (herein referred to as Lender) under the Note hereinafter described, said Lender or the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of *****THREE HUNDRED SIXTY THOUSAND EIGHT HUNDRED SIXTY AND NO/100***** Dollars evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Association and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$ 360,860.00 _____ of principal, plus interest at the rate of 1.0 % per annum in excess of the Lender's Prime Interest Rate from time to time in effect. Said note is payable on 10/31/95, the maturity date. After the maturity date, interest shall accrue at the rate of 16.0 % per annum, until paid in full. Interest on said note will be computed on a 360-day year for the actual number of days elapsed from date of disbursement until paid in full.

All of said principal and interest being made payable at such banking house or trust company in Barrington, Illinois, as the holders of the note, may from time to time, in writing appoint, and in absence of such appointment, then at the office of **Harris Bank Barrington, National Association**

NOW THEREFORE, the Mortgagors do hereby pay the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof, hereby acknowledged, doth these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

Lying and being in the
City of

COUNTY OF Cook

AND STATE OF ILLINOIS.

and 29

Block 28/in Percy Wilson's Second Addition to Forest View Highlands a Subdivision of part of the West Half of the North West Quarter of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-09-111-001
02-09-112-002

04081125

Property located: Wood and Glenview, Palatine, Illinois and Glencoe and Portage, Palatine, Illinois

COOK COUNTY, ILLINOIS
THE PREMISES

REC'D BY CLERK

04081125

THIS INSTRUMENT WAS PREPARED BY

BONNIE DOOGS

HARRIS BANK BARRINGTON N.A.

201 S. CROWN AVE.

BARRINGTON ILLINOIS 60010

25.00

which, with the property hereinafter described, is referred to hereinafter as the property.

TOGETHER with improvements, fixtures, fixtures, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long as during all such time as Mortgagor may have or hold title to the property hereinabove described, and all apparatus, equipment or articles of furniture, fixtures, fixtures, fixtures and appurtenances thereto belonging, such as air conditioning, water, light, power, refrigeration, either single units or centrally controlled, and ventilation, heating, without detracting the foregoing, curtains, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. And all the foregoing are declared to be a part of and to constitute the physical structure hereinafter, and it is agreed that all similar apparatus, equipment or articles hereinafter placed in the premises by the mortgagor, or their assigns, or executors, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under which virtue of the same, to hold the same as the State of Illinois, in which said rights and benefits the Mortgagor, doth hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

Mortgagor shall be responsible to pay to the City of Palatine, Illinois, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges, etc., for the premises, which are and shall be the responsibility of the City of Palatine, Illinois, to furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder, Mortgagor, shall pay to the City of Palatine, Illinois, the amount of the tax or assessment, as stipulated in the statute, any tax or assessment which Mortgagor may desire to contest.

Mortgagor, shall keep the property, which is now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of losses sufficient either to meet the cost of repairing or repairing the same, or to pay, in full, the indebtedness secured thereby, and to compensate satisfactorily to the holder of the note under insurance policies payable in case of loss or damage to 110% for the benefit of the holder of the note, up to 8 rights to be indemnified by the Mortgagor, and are clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of any claim made against the property, shall deliver remedial policies, not less than ten days prior to the respective date of expiration.

In the event of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any acts hereinabove required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest, or prior encumbrances, of any, and purchase, discharge, compromise, or settle, give, transfer or otherwise grant, honor, title or claim thereof, or release, leaving no sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other money advanced by Trustee or the holders of the note, to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and/or interest thereon at the rate on the note. Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured shall have the right to foreclose the lien hereof by action or otherwise, and to make such assessments as may be so according to any full statement or estimate procured from the appropriate public office, without regard to the accuracy of such full statement or estimate or to the validity of any tax assessment, sale, forfeiture, tax, lien or claim thereof.

6. Mortgagors shall pay each item of indebtedness mentioned, both principal and interest, whenever according to the terms hereof. At the option of the holders of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately, in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documents and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantees, policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate on the note when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right, to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, in their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly indicated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that an indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described a note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing held in the office of the Recorder or Registrar of Titles or which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Titles of the county in which the premises are situated shall be Successor-in-Trust. Any Successor-in-Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note, in such manner as the holder may prescribe, so to provide for the current year's tax obligation on the last day of each such year during the term of said obligation. The undersigned promises further to pay monthly a pro rata share of all assessments, future taxes, insurance premiums, and any other charges that may accrue against the property securing said indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments, and other charges is not sufficient, the undersigned promises to pay the difference upon demand. It is agreed that all such payments may be held at the option of the holder (1) to be held in trust by it without earnings for the payment of such items, (2) be carried in a borrower's tax and insurance account and withdrawn by it to pay sub-items or (3) be reduced to the unpaid balance of said indebtedness as received, provided that the holder advances upon said obligation sums sufficient to pay said items as the same accrue and become payable. If such sums are held in trust or carried in a borrower's tax and insurance account, the same are hereby pledged together with any other account of the undersigned with the holder to further secure said indebtedness and any officer of the holder is authorized to withdraw the same and apply therein. The holder of said note is authorized to pay said items as charged or billed without further inquiry.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons holding the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed, and shall, if Mortgagor is a land trustee, specifically include, without limitation, the beneficiaries of said trust.

17. If all or any part of the Premises or an interest therein is sold or transferred by Mortgagor, without prior written consent of the holder of the Note secured hereby, Holder, excluding in the creation of a lien or encumbrance subordinate to this mortgage, shall be given notice of a purchase money security interest for household appliances, to a transfer by devise, descent or by operation of law upon the death of a joint tenant, or till the grant of one household interest of five (5) years or less not containing an option to purchase. Holder may, at Holder's option, declare all the sums secured by this Mortgage to be immediately due and payable. Holder shall have waived such option to accelerate if, prior to the sale or transfer, Holder and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this Mortgage shall be at such rates as Holder shall require. If Holder has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Holder, Holder shall release Mortgagor from all obligations under this Trust Deed.

If Holder exercises such option to accelerate, Holder shall mail notice of acceleration to Mortgagors, and the Mortgagors shall have not more than thirty (30) days from the date the notice is mailed within which to pay the sums declared due. If Mortgagors fail to pay such sums prior to the expiration of such period, Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by law.

Witness the hand _____ and seal _____ of Mortgagors the day and year first above written personally by it solely as Trustee under Trust

SEE EXCULPATORY RIDER ATTACHED - No. 44-1316-1 (SEAL)
HEHCO AND MADE A PART HEREOF BY: *Charlene K. Wilke* (SEAL)

STATE OF ILLINOIS

County of *Cook*

ss. a Notary Public in and for and residing in said County in the State aforesaid, to MURKIN CERTIFY THAT

Charlene K. Wilke, Assistant Trust Officer

is a Notary Public in the State of Illinois.

My Commission Expires 09/09/98

My commission expires

The Note mentioned in the written Trust Deed has been identified

herewith under identification No 101073

Harris Bank Barrington, National Association of Barrington, IL

as Trustee by

Jon C. Stickney, Vice President

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Grantor Property

Illinois

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any full statement or estimate prepared from the appropriate public office, and in case of any discrepancy between the amount of such full statement or estimate and the liability of any tax, assessment, sale, forfeiture, tax lien or other claim thereon.

6. Mortgagors shall pay each holder of indebtedness herein named both principal and interest when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, unless otherwise provided in the note or in this Trust Deed to the contrary, become due and payable immediately in the event of default in making payment upon any statement of account given to the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, Trustee shall have the right to foreclose the same hereof. In any suit to foreclose the lien hereof, there shall be allowed and included all additional expenses and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraisers' fees, notary for due, marshal's and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of pronouncing all such abstracts of title, title searches, studies and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as the Trustee or holders of the note may deem to be reasonably necessary either to prosecute such action or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become no more additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate on the note when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant; by reason of this trust deed or any indebtedness hereby created; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such rights to foreclose, whether or not actually commenced, or for preparations for the defense of any threatened suit or proceeding which affect the premises or the security hereof, whether or not actually commenced.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings and (including all such items as are mentioned in the preceding paragraph hereof); second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors their heirs, legal representatives or assigns, as their rights may appear.

8. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. Thereafter, there may be authority for the receiver to apply the net income in his hands to payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree provided such application is made prior to foreclose sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall he be liable for any acts or omissions in his conduct, except in case of gross negligence or misconduct or that of agents or employees of Trustee, and it may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon to proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver such release in the event of (a) payment in full to him before or after maturity thereof, funds and/or funds held in Trustee's name representing that all indebtedness hereby secured has been paid, which representation Trustee may accept without inquiry. Where a release is requested of a successor trustee, executors or trustees may accept the general power to do so in the instrument of conveyance or assignment of title and a copy of the instrument purporting to be executed by a prior trustee hereunder or which may be accepted by the person holding title to the property, and which may be accepted by the person herein designated as the makers hereof, and where a release is requested of the original trustee and it has been executed and acknowledged in accordance with instrument identifying same as the note described herein, it may accept as the general note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Titles of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical other powers and authority as are herein given. Trustee and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. In order to provide for the payment of taxes, the undersigned promises to pay monthly, in addition to the above payments, one-twelfth of the annual real estate taxes as estimated by the holder of said note, in such manner as the holder may prescribe, to provide for the current year tax obligation on the last day of each such year during the term of said obligation. The undersigned promises, to cause to pay monthly a pro rata share of all assessments, future board insurance premiums, and another charge, not sufficient to pay against the property securing said indebtedness, of the amount estimated to be sufficient to pay such taxes, assessments, insurance premiums, and other charges, not sufficient to pay the difference upon demand. It is agreed that all such payments may be deducted from the amount of the note to be held and paid by without earnings for the payment of such items. (2) to be carried on a borrower's tax and insurance account and to be held and paid by without earnings for the unpaid balance of said indebtedness as received, provided that the holder advances upon said underlying sum sufficient to pay said taxes, assessments, insurance premiums, and other charges, not sufficient to pay the difference upon demand, to the holder in further secure said indebtedness and any officer of the holder is authorized to withdraw the same at any time. The holder of said note is authorized to make such items as charged or billed without further inquiry.

16. This Trust Deed is an agreement entered into in the State of Illinois, and is to be construed in accordance with the laws of the State of Illinois, and the word "Mortgagors" when used herein, shall include wife, husband, and all persons having the right to payment of the indebtedness, or any part thereof, whether or not such persons shall have executed the note of this Trust Deed, and shall be Mortgagors in joint tenancy, specifically, and without limitation, the below names of said trust.

17. Without any part of the premises or interest therein, or transferred by Mortgagors, without prior written consent of the holder of the Note secured hereby (Holder), excluding (a) the creation of a lien or encumbrance, notwithstanding the creation of a purchase money security interest for household appliances, to be transferred by devise, descent or by operation of law, upon the death of a joint tenant or of the grant of a leasehold interest of five years or less, or in a lot containing an option to purchase. Holder may, at Holder's option, declare all the sums secured by this Mortgage to be immediately due and payable. Holder shall have a valid such option to accelerate, prior to the sale or transfer. Holder and the person to whom this property is to be sold or transferred need reach agreement in writing that the receipt of such person is satisfactory to Holder and that the interest payable on the sums secured by this Mortgage shall be paid to such person. Holder shall request if Holder has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed written or printed agreement to do the same as to Holder. Holder shall release Mortgage from all obligations under this Trust Deed.

If Holder exercises such option to accelerate, Holder shall make notes of account to Mortgagors, and the Mortgagors shall have not more than three (3) days from the date the notice is mailed to them, within which to pay the sum due before (1) Mortgagors fail to pay such sum, prior to the expiration of such period, Holder may, without further notice or demand on Mortgagors, invoke any remedies permitted by law.

HARRIS BANK BARRINGTON, N.A., not

personally but solely as Trustee under Trust

No. 4-1073-1116 (SEAL)

BY: *Charlene K. Wilke* (SEAL)

TEST: *Charlene K. Wilke* (SEAL)

Charlene K. Wilke, Assistant Trust Officer

STATE OF ILLINOIS

County of *Barrington*

SS: B Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY AFTER

Charlene K. Wilke, Assistant Trust Officer

who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same as a free and voluntary act, for the uses and purposes therein set forth, including the release of the right of homestead.

"OFFICIAL SEAL"

Sharon Newell, Notary Public, State of Illinois

My Commission Expires 07/09/88 in my hand and Notarial Seal this 29th day of November A.D. 1988.

Sharon Newell, Notary Public

My commission expires

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST
DEED IS FILED FOR RECORD

The Note mentioned in the explanatory Deed has been identified

101073

SEARCH under Identification No.

Harris Bank Barrington, National Association of Barrington, IL

as Trustee by - Jon C. Stickney, Vice President

D	NAME	HARRIS BANK BARRINGTON, N.A.	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
E	STREET	201 South Grove Avenue	Vacant Property
L	CITY	Barrington, Illinois 60010	Palatine, Illinois
V	INSTRUCTIONS	OR	
E			
R			
Y			

This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as Trustee under the provisions of a deed of trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated *11-16-88*, and known as Trust No. *101073*.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the trust and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, understandings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligation or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein, and that said company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

BOX 333-CTI

SEE EXCERPT
HERETO AND HEREOF

04081125

**TRUST DEED
SINGLE PAYMENT
VARIABLE RATE**

UNOFFICIAL COPY

04081125

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE

November 3

19

94, between Harris Bank Barrington, National Association, not personally but as Trustee under provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement, dated September 30, 1993 and known as Trust No. 11-4916.

herein referred to as "Mortgagors," and

Harris Bank Barrington, National Association,

A National Banking Association doing business in Barrington, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to Harris Bank Barrington, National Association (herein referred to as Lender) under the Note hereinabove described, said Lender or the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of *****THREE HUNDRED SIXTY THOUSAND EIGHT HUNDRED SIXTY AND NO/100***** Dollars evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Harris Bank Barrington, National Association and delivered, in and by which said Note the Mortgagors promise to pay the sum of \$ 360,860.00 _____ of principal, plus interest at the rate of 16.0 ____ % per annum in excess of the Lender's Prime Interest Rate from time to time in effect. Said note is payable on 10/31/95 _____ the maturity date. After the maturity date, interest shall accrue at the rate of 16.0 ____ % per annum, until paid in full. Interest on said note will be computed on a 360-day year for the actual number of days elapsed from date of disbursement until paid in full.

All of said principal and interest being made payable at such banking house or trust company in Barrington, Illinois, as the holders of the note, may from time to time, in writing appoint, and in absence of such appointment, then at the office of Harris Bank Barrington, National Association in said city.

NOW THEREFORE the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand and all of their estate, right, title and interest therein, do hereby acknowledge fully these presents COSIGN and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate

lying and being in the
to wit

COUNTY OF Cook

AND STATE OF ILLINOIS

and 29

Block 28 in Percy Wilson's Second Addition to Forest View Highlands a Subdivision of part of the West Half of the North West Quarter of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-09-111-001
02-09-112-002

Property located: Wood and Glenview, Palatine, Illinois and Glencoe and Portage, Palatine, Illinois

COOK COUNTY, ILLINOIS
TAX ID NUMBER: 04081125

REC'D BY CLERK DEC 29 2011

04081125

THIS INSTRUMENT WAS PREPARED BY
BONNIE KIGGS
HARRIS BANK BARRINGTON N.A.
201 S. GRANVILLE,
BARRINGTON ILLINOIS 60010

\$5.00

which with the property hereinafter described is referred to herein as the "premises".

THE MORTGAGORS with all improvements, tenements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom so long as during all such time as Mortgagors may be entitled thereto which are pledged primarily and on a parity with said real estate and not secondary thereto, all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, two hot water units, or centrally controlled ventilation including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, endor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or article as hereafter placed on the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose and upon the conditions herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall promptly repair, restore or rebuild any damage or improvements now or hereafter on the premises which may have resulted after being destroyed, (2) keep said premises in good condition and repair, without waste, and free from any hazard, except the ordinary effects of the weather, of fire, lightning or windstorms, unless due to any infidelity which may be caused by a hen or charge of the premises superior to the hen herself, and upon request of said holder, evidence of the discharge of such guarantee to Trustee or to holders of the note. (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (5) make no material alterations in said premises, except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay to full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorms, under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the undischarged secured rights all in companies satisfactory to the holders of the note, under insurance policies payable in case of loss or damage to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Trustee or the holders of the note may, but need not make any payment or performance act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior senior title or claim thereon, or redeem from any tax sale or for fees affecting said premises, or collect any tax or assessment. All monies so paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorney fees, and all other amounts so advanced by Trustee or the holders of the note to protect the mortgaged premises and the hen herself, plus reasonable compensation to Trustee for the trouble, concerning a holder from whom authority may be taken, shall be borne by additional indebtedness secured hereby and shall become immediately due and payable, without notice, and with interest commencing at the rate of the note. Trustee or holders of the note shall never be considered as a waiver of any right adverse to them on account of any default hereunder on the part of Mortgagors.