

# UNOFFICIAL COPY

FILED FOR  
**TRUST DEED**

Oct 22 10 13 AH '5

23 265 596

*COLONIAL IN LLA.*

\*23265506

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 10,

1975 , between

EDWARD JOHN O'CONNELL and SHIRLEY A. O'CONNELL, his wife,

herein referred to as "Mortgagors," and  
THE FIRST NATIONAL BANK and TRUST COMPANY OF BARRINGTON, a National  
Banking Association doing business in Barrington, Illinois, herein referred to as "TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter  
described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Twenty six thousand and no/100 Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to REALER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement \_\_\_\_\_ or the balance of principal remaining from time to time unpaid at the rate of 8 1/4 per cent per annum in installments as follows: Two hundred fifty nine and 86/100

Dollars on the 15th day of February 1976 and Two hundred fifty nine and 86/100 Dollars on the 15th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of January 1991. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of ~~six~~<sup>8 3/4</sup> per cent per annum, and 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 The First National Bank and Trust Company in said City /of Barrington

**NOW, THEREFORE,** the Mortgagors, to secure the payment of the said principal sum of money and said interest in accordance with the terms hereinafter contained, do hereby, in consideration of the performance of the covenants and agreements herein contained by them, give to the Trustee, their present CONVEYANCE and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, ultimate,

Lot 350 in Lord's Park Manor, Unit Number 10, being a subdivision of part of Lot 2 of the Circuit Court Partition of part of Section 6 and Section 7, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

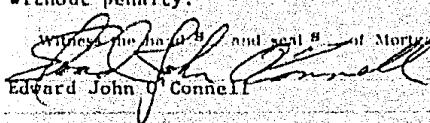
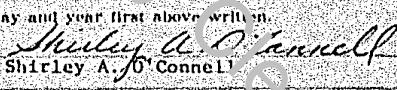
TOGETHER with all improvements, tenements, escheats, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for and during all such time as the lessees may be entitled thereto, and all costs, charges, expenses, attorney's fees, and other expenses incidentally, and all apparatus, equipment or articles used or necessary thereon or thereon used to supply heat, gas, air conditioning, water, light, power, fuel, oil, gas, steam, hot water, shades, screens, doors, windows, fireplaces, stoves, ovens, grates, stoves and water heaters, and all other fixtures, furniture, and equipment which may be attached thereto or part of it, and it is agreed that all such appurtenances, equipment or articles heretofore placed in the possession by the lessor or his successors or assigns shall be considered as constituting a part of the real estate.

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

# UNOFFICIAL COPY

Page 2

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 law or statement of estimate, true or false, made by the holder of the note, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.
6. Mortgagors shall pay each item of indebtedness herein mentioned, 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, notwithstanding anything in the note or 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 herein. In any suit to foreclose herein referred to, there shall be allowed and included the additional indebtedness in the decree for sale of all existing and future expenses which may be paid or incurred by or on behalf of Trustee or holders of the note or trustee of this Trust Deed, from the trustee's fees, outlays, for documentary and earnest evidence, stampers' 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, guarantee policies, Tunnels certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to defend against any suit to foreclose the lien herein. All costs of the suit to foreclose the lien herein, including attorney's fees, court costs, and expenses of the nature in this paragraph mentioned, shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, 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 their default in any accelerated period secured by (b) preparation of any suit for foreclosure hereof after service of such suit or proceeding, whether or not actually commenced; or (c) preparation for the commencement of any suit for foreclosure hereof after service of such suit or proceeding, 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, the amount of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as aforesaid; 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.
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, or such receiver may be appointed by the court of equity or by the court of law, or both, in accordance with the laws of the state in which the application for appointment of such receiver may be filed, and without regard to the then value of the premises or whether the same shall be then valued as unoccupied or not and the Trustee or receiver 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 deficiency, during the full statutory period of redemption; whether there be one or more sales, or whether there be one or more receivers appointed, or whether there be one or more receivers appointed to collect rents, issues and profits and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to retain the net income in his hands in payment of taxes or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, of any tax, special assessment or other lien which may or may become superior to the lien herein 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 interesting same in any 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 its receipts and power herein given unless expressly obligated by the terms hereof, except for any acts of negligence committed except in case of its own gross negligence or misconduct, or that of the agents or employees of the trustee, and it may require indemnification by the maker of this instrument securing any power herein given.
13. Trustee shall release this trust deed or any portion thereof by 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 a release hereof to and at the request of any person who shall either before or after maturity thereof, produce a valid affidavit 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 representation of the predecessor trustee that all indebtedness secured by this trust deed has been paid, and may accept a certificate in writing in forms 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 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 Register of Titles in which this instrument shall have been recorded, or by the delivery of a written notice of resignation, in writing, to the then Recorder of Titles of the county in which the premises are situated shall be succeeded in Trustee's office in this instrument by the person or persons named in this instrument, if no such person or persons are herein named, 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 mortgage premium, insurance, monthly installments, in addition to the above amounts, one month off annual real estate taxes as estimated by the holder of said note. In such manner as the holder may prescribe, so as to provide for the current year tax obligation on the last day of each such year during the term of said note. The undesignated promises further to pay monthly a pro rata share of all assessments, future hazard 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, and other charges is not sufficient to pay such items, (1) the holder may hold in trust by it, without cashing for the payment of such items; (2) be carried into borrower's tax and insurance account and withdrawn by it to pay such items; or (3) be credited to the unpaid balance of said indebtedness as received, provided that the holder advances upon said holder his 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, same are hereby pledged together with any other account of the undesignated promises, for payment of taxes, insurance, and other charges, without the name of any particular item. The holder of said note is authorized to tax said items as charged or billed without further inquiry.
16. This Trust Deed and all writings hereon, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, of, whether or not such persons shall have executed the note or this Trust Deed.
17. The note secured hereby contains a provision that the makers thereof reserve the right to pay any sum in excess of the stipulated monthly payment on any monthly payment date without penalty.

Witness the day of Sept 18 and year 1978 of Mortgagors the day and year first above written.  
   
Edward John O'Connell (SEAL) Shirley A. O'Connell (SEAL)  
Cook (SEAL) (SEAL)

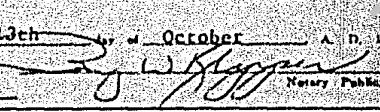
STATE OF ILLINOIS

County of Cook Notary Public in and for and residing in said County, in the State aforesaid, DO HE.. BY CERTIFY THAT  
Edward John O'Connell and Shirley A. O'Connell his wife,

who Roy W. Klepper personally known to me to be the same person as Edward John O'Connell whose name is Roy W. Klepper subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Shirley A. O'Connell signed, sealed and affixed her name to the said instrument as Shirley A. O'Connell free and voluntary act for the uses and purposes therein set forth, sealed and affixed her name to the same and waives of the right of nonresistance.

GIVEN under my hand and Notarial Seal this 13th day of October A.D. 1978

My commission expires 2/10/78

 Notary Public

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  
IN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified  
herein under Identification No. 4589  
The First National Bank and Trust Company of Barrington, Ill.  
as Trustee by Roy W. Klepper, President

NAME Mail to:  
D The First National Bank and Trust Company  
E STREET of Barrington  
L 104 South Cook Street  
I CITY Barrington, Illinois 60010

FOR RECORDING INDEX PURPOSES  
MAIL STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

1028 Hinawatha Drive  
Elgin, Illinois 60120

Y INSTRUCTIONS OR  
RECORDERS OFFICE BOX NUMBER 533

*Request of Klepper  
to file at*

END OF RECORDED DOCUMENT