



TRUST DEED

24 791 978

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, Made December 28, 19 78, between Harris Trust and Savings Bank, an Illinois Corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 1, 1978 and known as trust number 38762 herein referred to as "First Party," and Harris Trust and Savings Bank

an Illinois Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith made payable to THE ORDER OF ~~XXXXXX~~ Harris Trust and Savings Bank

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS, according to the terms of said note.

NOW, THEREFORE, First Party to secure the obligations contained in said note including, but not limited to, the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF MARKED EXHIBIT A.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 8 '79 9 00 AM

William A. Olson
RECORDER OF DEEDS

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are allocated primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 articles hereafter placed in the premises by First Party or its 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 purposes and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alteration in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; in case of default therein then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein

MAIL TO

This Instrument Prepared By:
Linda S. Wozniczki
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

12.00

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

108 Brinker Road
Barrington, Illinois

PLACE IN RECORDER'S OFFICE BOX NUMBER 526

PWIT # A121138 171

24 791 978

UNOFFICIAL COPY

authorities and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, 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 with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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 bill, statement or estimate procured from the appropriate public office 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 thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, 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 installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 documentary and expert evidence, stenographers' charges, publication costs and cost (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, 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 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 so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, 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.

5. 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 First Party, its legal representatives or assigns, as their rights may appear.

6. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 First Party, its successors or assigns, 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

7. 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.

8. 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 Trustee 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.

9. Trustee shall release this trust deed and the lien 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, 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 an identification number 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 on behalf of First Party; and where the release is requested of the original trustee and it has never placed its identification number on 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 on behalf of First Party.

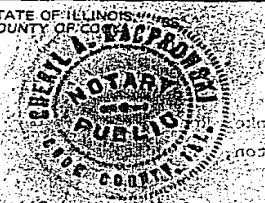
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the County in which the premises are situated shall be Successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

THIS TRUST DEED is executed by the Harris Trust and Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Harris Trust and Savings Bank 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 expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder; and that the said Harris Trust and Savings Bank and its successors and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby 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 said Harris Trust and Savings Bank.

IN WITNESS WHEREOF Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 29th day of December, 1978.

Harris Trust and Savings Bank, As Trustee, not personally,
By: *[Signature]* ASSISTANT VICE PRESIDENT
Attest: *[Signature]* ASSISTANT SECRETARY



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the Harris Trust and Savings Bank, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's 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 Date December 29, 1978

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

Notary Public Cheryl A. Knapowski
My Commission Expires September 1982
The Installment Note mentioned in the within Trust Deed, has been identified herewith under Identification No. 16007
by HARRIS TRUST AND SAVINGS BANK TRUSTEE
By: *[Signature]*
ITS ASSISTANT VICE PRESIDENT

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RECEIVED IN BAD CONDITION

EXHIBIT A

RIDER ATTACHED TO AND EXPRESSLY MADE A PART OF THAT CERTAIN TRUST DEED DATED DECEMBER 23, 1978, BY HARRIS TRUST AND SAVINGS BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1978, AND KNOWN AS TRUST NUMBER 38762.

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, THENCE SOUTH 0 DEGREES 13 MINUTES 35 SECONDS WEST ON THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1483.93 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD COMPANY, THENCE SOUTH 24 DEGREES 58 MINUTES 05 SECONDS WEST ON SAID RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 31.30 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 34 SECONDS WEST, A DISTANCE OF 726.49 FEET; THENCE NORTH 76 DEGREES 53 MINUTES 45 SECONDS WEST, A DISTANCE OF 16.63 FEET TO CENTER LINE OF EASEMENT FOR INGRESS AND EGRESS RECORDED AUGUST 14, 1972 AS DOCUMENT 22,012,571 THENCE SOUTH 26 DEGREES 16 MINUTES 50 SECONDS, EAST ON SAID CENTER LINE OF EASEMENT A DISTANCE OF 5.21 FEET; THENCE SOUTH 31 DEGREES 17 MINUTES 20 SECONDS EAST ON SAID CENTER LINE OF EASEMENT A DISTANCE OF 257.34 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 58 DEGREES 42 MINUTES 40 SECONDS WEST A DISTANCE OF 73.0 FEET; THENCE NORTH 89 DEGREES 0 MINUTES 38 SECONDS WEST A DISTANCE OF 238.71 FEET; THENCE SOUTH 69 DEGREES 55 MINUTES 03 SECONDS WEST, A DISTANCE OF 216.34 FEET; THENCE NORTH 89 DEGREES 0 MINUTES 38 SECONDS WEST, A DISTANCE OF 197.56 FEET, MORE OR LESS, TO A POINT ON WEST LINE OF SECTION 15, WHICH IS 1804.09 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 15, THENCE SOUTH ON THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 511.55 FEET MORE OR LESS, TO A POINT WHICH IS 299.51 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 15, THENCE NORTH 62 DEGREES 26 MINUTES 05 SECONDS EAST A DISTANCE OF 307.17 FEET; THENCE NORTH 34 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 102.0 FEET THENCE NORTH 75 DEGREES 42 MINUTES 49 SECONDS EAST A DISTANCE OF 205.0 FEET TO A POINT THAT BEARS NORTH 23 DEGREES 03 MINUTES 55 SECONDS WEST 336.04 FEET FROM A POINT ON THE CENTER OF BRINKER ROAD WHICH IS 385.75 FEET SOUTHWESTERLY (AS MEASURED ON SAID CENTER LINE) OF THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD CO., WITH THE NORTHEASTERLY EXTENSION OF THE CENTER LINE OF BRINKER ROAD; THENCE NORTH 27 DEGREES 23 MINUTES 43 SECONDS WEST A DISTANCE OF 127.48 FEET; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 55.0 FEET THENCE NORTH 72 DEGREES 23 MINUTES 12 SECONDS EAST, A DISTANCE OF 144.89 FEET; THENCE NORTH 70 DEGREES 40 MINUTES 31 SECONDS, EAST A DISTANCE OF 236.05 FEET TO THE CENTER LINE OF SAID EASEMENT FOR INGRESS AND EGRESS RECORDED AUGUST 14, 1972 AS DOCUMENT 22,012,571 (NOTE: THE FOLLOWING COURSES ARE ON CENTER LINE OF SAID EASEMENT) THENCE NORTHWESTERLY ON A CURVE TO THE LEFT AND HAVING A RADIUS OF 71.79 FEET; A DISTANCE OF 42.62 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS WEST A DISTANCE OF 15.76 FEET THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT AND HAVING A RADIUS OF 76.73 FEET, A DISTANCE OF 77.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL II:
EASEMENT APPURTENANT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I OVER AND UPON THE FOLLOWING DESCRIBED LAND;
A 30 FOOT EASEMENT FOR INGRESS AND EGRESS OVER PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15, THENCE SOUTH 0 DEGREES 13 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF SAID SECTION

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15,1212.53 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 34 SECONDS WEST 736.98 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 44 SECONDS WEST 299.93 FEET; THENCE NORTH 76 DEGREES 53 MINUTES 45 SECONDS WEST 16.63 FEET FOR THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE SOUTH 26 DEGREES 15 MINUTES 50 SECONDS EAST 5.21 FEET; THENCE SOUTH 31 DEGREES 17 MINUTES 20 SECONDS EAST 254.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 76.73 FEET; A DISTANCE OF 77.68 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 20 SECONDS, EAST 15.76 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 71.79 FEET A DISTANCE OF 85.68 FEET; SOUTH 20 DEGREES 54 MINUTES 20 SECONDS EAST 51.15 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 123.18 FEET; A DISTANCE OF 114.08 FEET THENCE SOUTH 73 DEGREES 58 MINUTES 10 SECONDS EAST 155.10 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE ELGIN JOLIET AND EASTERN RAILROAD COMPANY FOR THE TERMINUS OF SAID LINE; IN COOK COUNTY, ILLINOIS, AND GRAB EASEMENT FOR INGRESS AND EGRESS AND FOR ROAD PURPOSES CONTAINED IN GRANTS OF EASEMENTS, RECORDED JULY 8, 1976 AS DOCUMENTS 23,551,130 AND 2,355,131.

of Cook County Clerk's Office

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