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1978 FEB 28 AM 10 00

TRUST DEED

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 23, 1978, between
FEB-28-78 16503 24343747 A - REC 1000
JAMES E. DOOLEY and RITA M. DOOLEY, 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
Fifteen Thousand Forty Five and no/100-----Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of
disbursement ^{three-quarters} on the balance of principal remaining from time to time unpaid at the rate of
nine and ^{three-quarters} per cent per annum in instalments as follows: One Hundred Ninety Six and 16/100-----

Dollars on the First day of June 1978 and One Hundred Ninety Six and 16/100-
Dollars on the first day of each month thereafter until said note is fully paid except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the first day of May 1988.
All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid princi-
pal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall
bear interest at the rate of ^{nine and three-quarters} 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 ap-
point, 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, con-
ditions 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 is hereby acknowledged, do by these presents CONVEY and WAR-
RANT 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 COUNTY OF Cook AND STATE OF ILLINOIS,
to wit:

Lot 40 in Block 18 in Winston Knolls Unit No. 3 being a Subdivision of Sections 19, 20,
29 and Section 30, Township 42 North, Range 10 East of the Third Principal Meridian in
Cook County, Illinois according to the plat thereof recorded in the Recorder's Office
of Cook County, Illinois January 23, 1970 as Document 21065060 in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE

1000 E

THIS INSTRUMENT WAS PREPARED BY
GLENN H. SCHNADT
THE FIRST NATIONAL BANK AND
TRUST COMPANY OF BARRINGTON
104 SOUTH COOK STREET
BARRINGTON, ILLINOIS 60010

24343747

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 thereon,
as long and during all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not sec-
ondarily), 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 blinds, storm
doors and windows, floor coverings, in-solar 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 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 purposes, and upon the uses and trusts
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:

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) 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; (3) 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 note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 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 in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm 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 compliance with the provisions 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder 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 secured indebtedness, 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 foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized 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 the rate of seven per cent per annum. 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 default hereunder on the part of Mortgagors.

UNOFFICIAL COPY

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 bill, statement or estimate procured from the appropriate public officer 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 claim therefor.

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 installment 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 (not attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, Totten's 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 holders 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 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 this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after default 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; except 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 surplus to Mortgagors; their heirs, legal representatives or assigns. No 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then encumbered 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 to pay out in whole or in part off: (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 or 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 intervening, 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 hereunder unless expressly obligated 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 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 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 hereby 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 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 death to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder and 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 as to provide for the current year's tax obligation on the last day of each such year during the term of this obligation. The undersigned promises further to pay monthly a pro rata share of all assessments, future hazard insurance premiums, and any other charges which may accrue against the property securing said indebtedness. If the amount estimated to be sufficient to pay said taxes, insurance, assessments, or other charges is not sufficient, the undersigned promises to pay the difference upon demand. It is agreed that all such payments may, at the option of the holder (1) 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 such items; or (3) be credited to the unpaid balance of said indebtedness as received, provided that the holder advances upon said liberation 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 or holder is authorized to withdraw the same and apply thereon. The holder of said note is authorized to pay said items as charged or billed with out 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

24-343-747

Witness the hands and seals of Mortgagors the day and year first above written.

James E. Dooley (SEAL) Rita M. Dooley (SEAL)
James E. Dooley Rita M. Dooley (SEAL)

STATE OF ILLINOIS)
County of Cook) Glenn H. Schnadt
as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
James E. Dooley and Rita M. Dooley, his wife
who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they executed the said instrument as their free and voluntary act, for the uses and purposes therein expressed, and they release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 23rd day of February, 1980
Glenn H. Schnadt Notary Public
My commission expires February 20, 1980

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 Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 6131
The First National Bank and Trust Company of Barrington, Ill., as Trustee, by Glenn H. Schnadt, Vice President

D E L I V E R Y	NAME	Glenn H. Schnadt, Vice President	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	STREET	The First National Bank and Trust Company of Barrington	
Y	CITY	104 South Cook Street	230 Winston Drive
		Barrington, Illinois 60010	Hoffman Estates, IL 60172

OR

ALPCO 24 1.77 RECORDER'S OFFICE BOX NUMBER

